



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of:	Timothy P. Axe, et al.
Serial No.:	10/664,372
Filing Date:	September 17, 2003
Confirmation No.:	4566
Title:	SQUEEZABLE CONTAINER AND METHOD OF MANUFACTURE
Attorney Docket:	18125 USA
Group Art Unit:	3727

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**DECLARATION**

Timothy P. Axe, a citizen of the United States residing in Pemberville, Ohio; Q. Peter Zhang, a citizen of the United States residing in Perrysburg, Ohio; and Charles P. Simpson, a citizen of the United States residing in Adrian, Michigan; hereby declare and state as follows:

1. At all times pertinent to the facts set forth in this Declaration, we were each employed by Continental PET Technologies (CPT), a unit of Owens-Illinois, Inc. (OI), who is the assignee of the present patent application. Mr. Axe is no longer employed by CPT or OI.

2. In August, 2002, Jeremy M. White, an employee of Quaker Oats (owned by Pepsico), requested that employees of CPT design a container that was more squeezable than a container then known as the Edge container. The Edge container was similar to that shown in D434,664 (Exhibit 1).

3. In response to this request, on September 6, 2002, Mr. Axe e-mailed to Mr. White three container design Concepts. A copy of this e-mail is attached as Exhibit 2, and includes copies of the three design Concepts, all of which were marked OI

CONFIDENTIAL. Mr. White then authorized construction of unit tools for the designs of Concepts Two and Three shown in Exhibit 2. One hundred sample containers of each design were delivered to Quaker Oats on or about October 25, 2002. A photograph of the container of Concept Three is enclosed as Exhibit 3.

4. On October 31, 2002, Mr. White reported that the design of Concept Three had been subjected to consumer testing and had "tested well with consumers this week." A copy of this e-mail is attached as Exhibit 4.

5. Mr. White asked whether the sidewall design of the Concept Three container could be modified to include seven grip panel areas, rather than the eight grip panel areas in the Concept Three design drawing (Exhibit 2) and the Concept Three samples (Exhibit 3). Unit tools for molding containers in production quantities of the seven-panel designs were authorized by Mr. White on December 16, 2002, based on renderings submitted to Mr. White on December 16, 2002. Article drawings of the two seven-panel designs were then submitted to Quaker as OI Drawings C-C1-28657-1-4 and C-C1-28657-1-5, both dated December 17, 2002, and enclosed as Exhibit 5. Both drawings were marked CONFIDENTIAL, and both drawings were e-mailed to Mr. White on December 17, 2002. Upon receipt of the drawings on December 17, 2002, Mr. White confirmed authorization for the unit tools for the two seven-panel designs.

6. An initial contact at CPT from Jeremy White concerning this project was with Mr. John Dinkel, a project team leader. In an e-mail dated August 22, 2002 (Exhibit 6), Mr. Dinkel asked Mr. Zhang and Mr. Axe to take on the project. Mr. Axe reported to Mr. Zhang at that time. Mr. Zhang states that he assigned the design project to Mr. Axe, and that he gave Mr. Axe the following directions: (1) the base and dome geometries were to be the same as in the Edge container per Mr. Dinkel's e-mail, (2) the container body should be concave, and he showed Mr. Axe the profile of a "Reebok" container (since discarded) that was similar to the "Energy Water" container of Exhibit 7, (3) the container sidewall should have hoop rings to promote spring-back after squeezing, and (4) the hoop rings should be concave rather than convex to prevent buckling. Mr. Axe

states that Mr. Zhang did not give him these or any other instructions or suggestions concerning the design of the container. Mr. Simpson states that he did not participate in any discussions between Mr. Axe and Mr. Zhang concerning the container design. Mr. Axe and Mr. Simpson state that Mr. Simpson's contributions to the container design were primarily in the use of the axial ribs. Mr. Zhang states that he did not participate in any design discussions between Mr. Axe and Mr. Simpson.

7. On or about March 5, 2003, at the request of Mr. Zhang, Mr. Axe prepared a Confidential Disclosure Record of Invention (CDR) on the present invention. This CDR is on a company form, and a copy of the first page is enclosed as Exhibit 8. Messrs. Axe, Zhang and Simpson were listed as joint inventors, and all three individuals signed the CDR form on March 5, 2003. Messrs. Axe, Zhang and Simpson all participated in preparation of the subject patent application, and signed the Declaration for the patent application as joint inventors. Mr. Axe states that he did not question or object, to anyone associated with preparation or filing of the application, to inclusion of Mr. Zhang as a joint inventor.

8. Mr. Axe states that, in early January 2004, he was asked to consider the question of inventorship concerning a patent application that had been filed by Jeremy White on a seven-panel version of the present invention. Mr. Axe further states that it was in connection with this review that he for the first time questioned to others associated with the present application whether Mr. Zhang was a joint inventor in connection with the container design.

9. Mr. Axe, Mr. Zhang and Mr. Simpson also state that they have reviewed their files for drawings, sketches or other documents associated with the creation of the container designs of Concepts Two and Three (Exhibit 2), and that no such documents have been located other than those that accompany this Declaration.

10. Each of us further states that all statements made herein of his own knowledge are true, and that all statements made on information and belief are believed to be true; and further that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title XVIII of the United States Code, and that such willful false statements may jeopardize the validity of this patent application and any patent issued thereon.

Date: \_\_\_\_\_

\_\_\_\_\_  
Timothy P. Axe

Date: August 13<sup>th</sup> 2004

\_\_\_\_\_  
Q. Peter Zhang

Date: August 23<sup>rd</sup> 2004

\_\_\_\_\_  
Charles P. Simpson

Enclosures:

- Exhibit 1 - D434,664
- Exhibit 2 - 9/6/02 e-mail w/encl.
- Exhibit 3 - Photo of Concept Three container
- Exhibit 4 - 10/31/02 e-mail
- Exhibit 5 - OI drawings
- Exhibit 6 - 8/22/02 e-mail
- Exhibit 7 - Energy Water container
- Exhibit 8 - CDR page 1

---

**From:** Timothy.Axe@OITAO  
**To:** jeremy\_white@quakeroats.com  
**Cc:** Charles.Simpson, John.Dinkel, Peter.Zhang  
**Sent:** Friday, 6 September 2002 5:00pm ET  
**Subject:** Gatorade EDGE Squeezable Designs

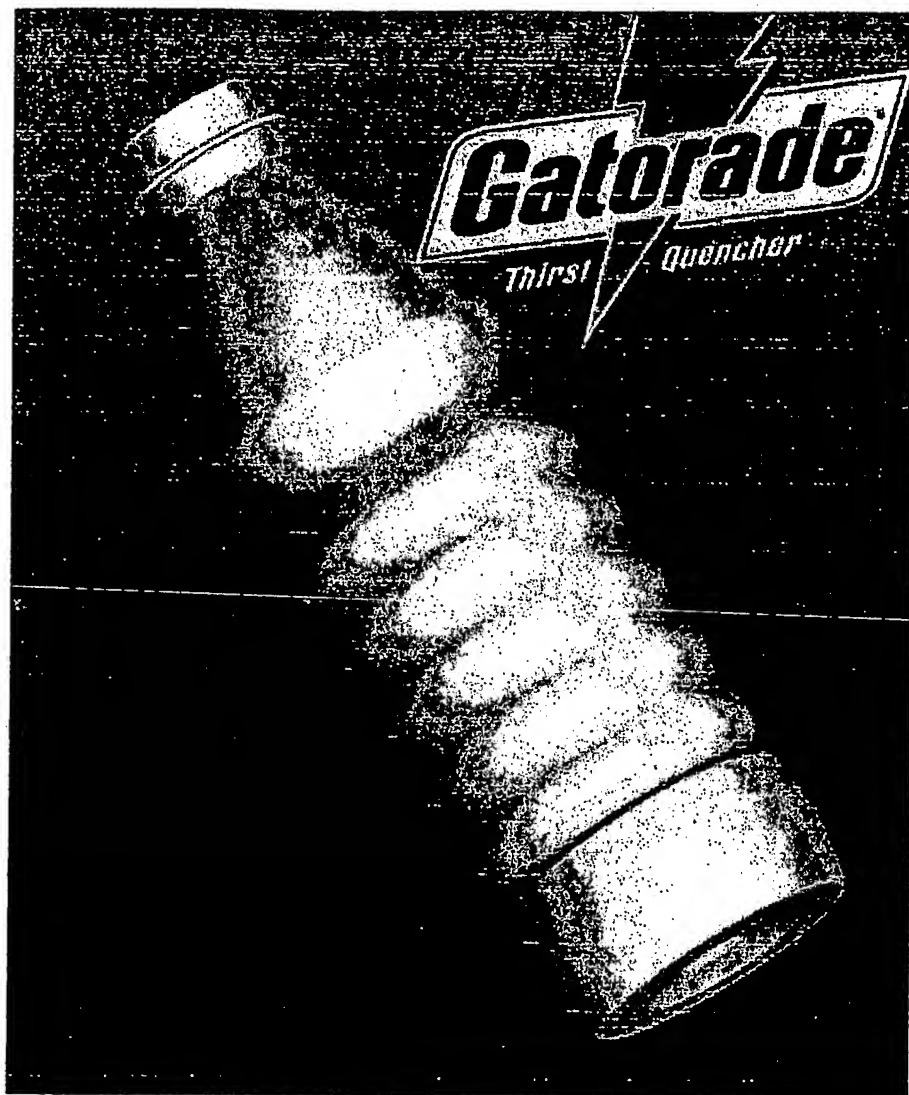
Jeremy:

I'm attaching the three subject concepts for redesigning below the "waistline" of the bottle. The future designs will follow the first of the week.

Tim

Timothy P. Axe  
Creative Services Manager - NPD  
1890 North Wilkinson Way - 25 LDP  
Perrysburg, OH 43551  
419-247-7677

Exhibit 2



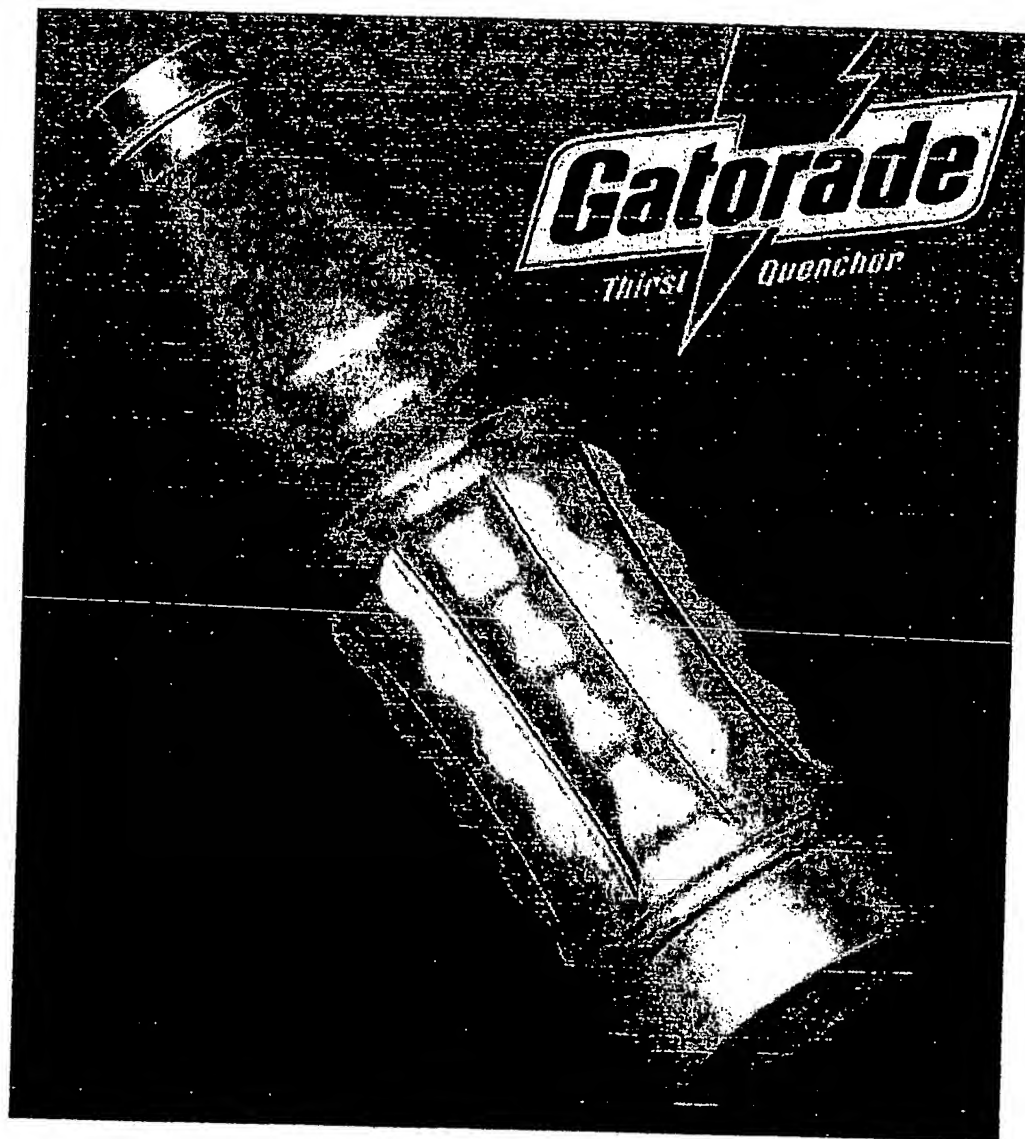
CONCEPT ONE

THE  
EDGE

CI COMMITMENT

# THE EDGE

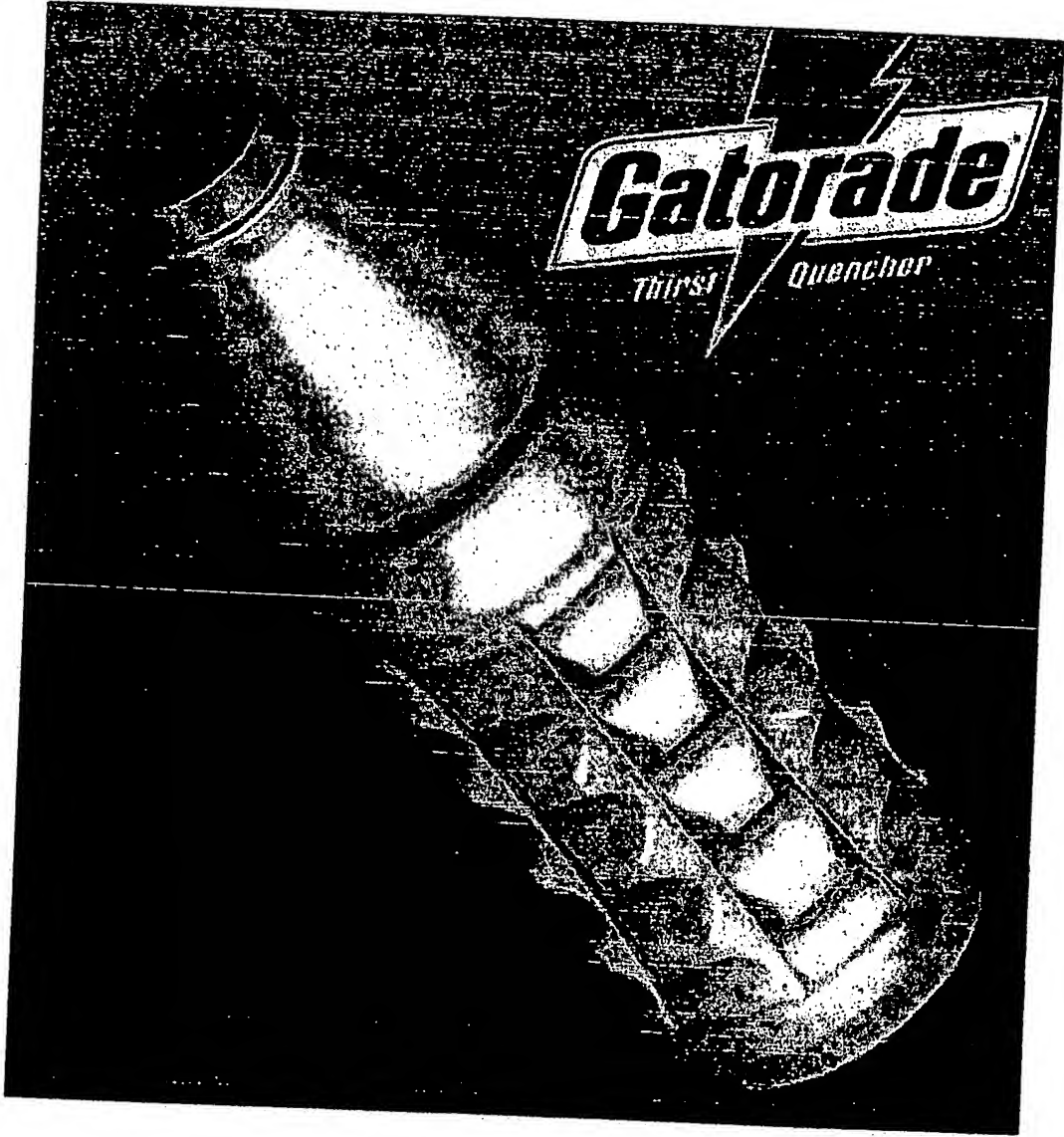
CONCEPT TWO



© 1994 GATORADE

# THE EDGE

CONCEPT THREE





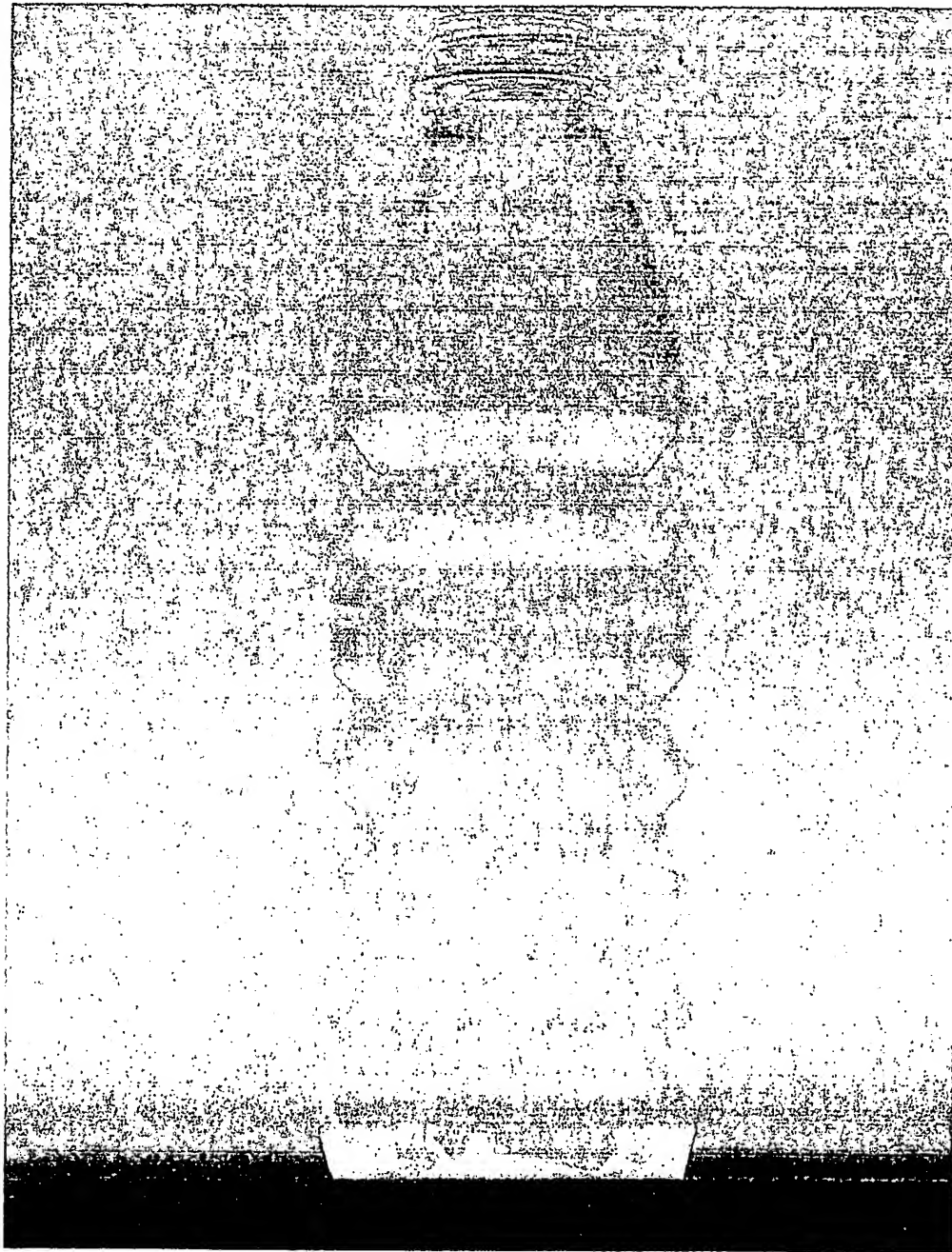


Exhibit 3

**From:** Jeremy.Quaker.White[Jeremy\_White]@quakeroats.com  
**To:** John.Dinkel, John.O'Malley, todd.budden, Timothy.Axe  
**Cc:** Katie.Quaker.Kushner[Katie\_Kushner]@quakeroats.com,  
John.Quaker.Bretz[John\_Bretz]@quakeroats.com,  
Chris.Quaker.Rowe[Chris\_Rowe]@quakeroats.com,  
Dave.Quaker.Gaichas[Dave\_Gaichas]@quakeroats.com,  
Tim.Quaker.Ramsey[Tim\_Ramsey]@quakeroats.com,  
Steve.Quaker.Kline[Steve\_Kline]@quakeroats.com,  
Monica.Quaker.Young[Monica\_Young]@quakeroats.com,  
Joanna.Quaker.Ford[Joanna\_Ford]@quakeroats.com  
**Sent:** Thursday, 31 October 2002 12:09pm ET  
**Subject:** Urban Cowboy Update / Request fo

Thanks to the O-I team for all the efforts in rapidly providing us samples of the two bottle designs for Project Urban Cowboy to support our consumer testing this week. One the designs, the one labeled "Concept 3" in Tim Axe's initial design deck (which our team has been calling the "grenade bottle"), tested well with consumers this week. Both the grip feature and the squeezability of the design were generally considered significant improvements over the current bottle. Following these positive results, we would like to take a more in depth look at the feasibility of this particular design. A picture is attached below.

<<slide3.jpg>>

The Urban Cowboy project team will be putting together recommendations for the future of the Urban Cowboy project for presentation on November 21st. I would ask that O-I provide the following additional information by November 15th to help us better understand the feasibility of this design prior to that recommendation.

\* Assessment of Design Compatibility w/Current Preform. The early read was that this design is workable with our current 27g EDGE preform. After running the unit-tool samples, do we have any additional certainty on this topic?

\* Potential manufacturing issues. If there are any other technical concerns regarding manufacture of this design, we would also like to understand those in as much detail as possible at this stage.

\* Tooling cost estimate. John O'Malley provided some earlier generic numbers around new blow mold tooling. Now that the design is more set, I would like to revisit that estimate. Since the design is so similar in many respects to current, will it be possible to lower tooling cost by only replacing the panel area?

\* Design Performance. In the next two weeks, I will be conducting some testing on the small quantity of bottles I have left to get an early read on how well this bottle holds up to the vacuum seen in EDGE as well as top load, dimensions, etc. I would request that O-I in parallel test the design's resistance to resist collapse and stay round under extraction and provide results.

Please let me know if there are issues getting this information or if I need to provide additional clarification.

Thanks,

Jeremy White  
Senior Engineer  
Gatorade New Package Development, Technology Innovation  
847-304-2593

\*\*\*\*\*  
This message is for the designated recipient only and may contain privileged or confidential information. If you have received it in error, please

Exhibit 4

**NOTICE**

INFORMATION CONTAINED HEREIN CONSTITUTES PROPRIETARY, CONFIDENTIAL AND TRADE SECRET INFORMATION OF WESTERN ILLINOIS, INC. AND IS TO BE ACCEPTED SUBJECT TO THE FOLLOWING: IT IS TO BE KEPT CONFIDENTIAL AND NOT TO BE COPIED, USED OR CONVEYED TO OTHERS WITHOUT WESTERN ILLINOIS' WRITTEN AUTHORIZATION.

DRAWING NO.	REV.
C-CI-28657-1-4	
REVISIONS	

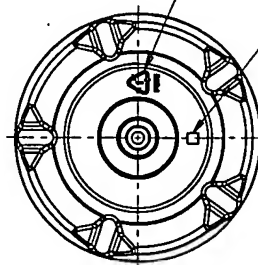
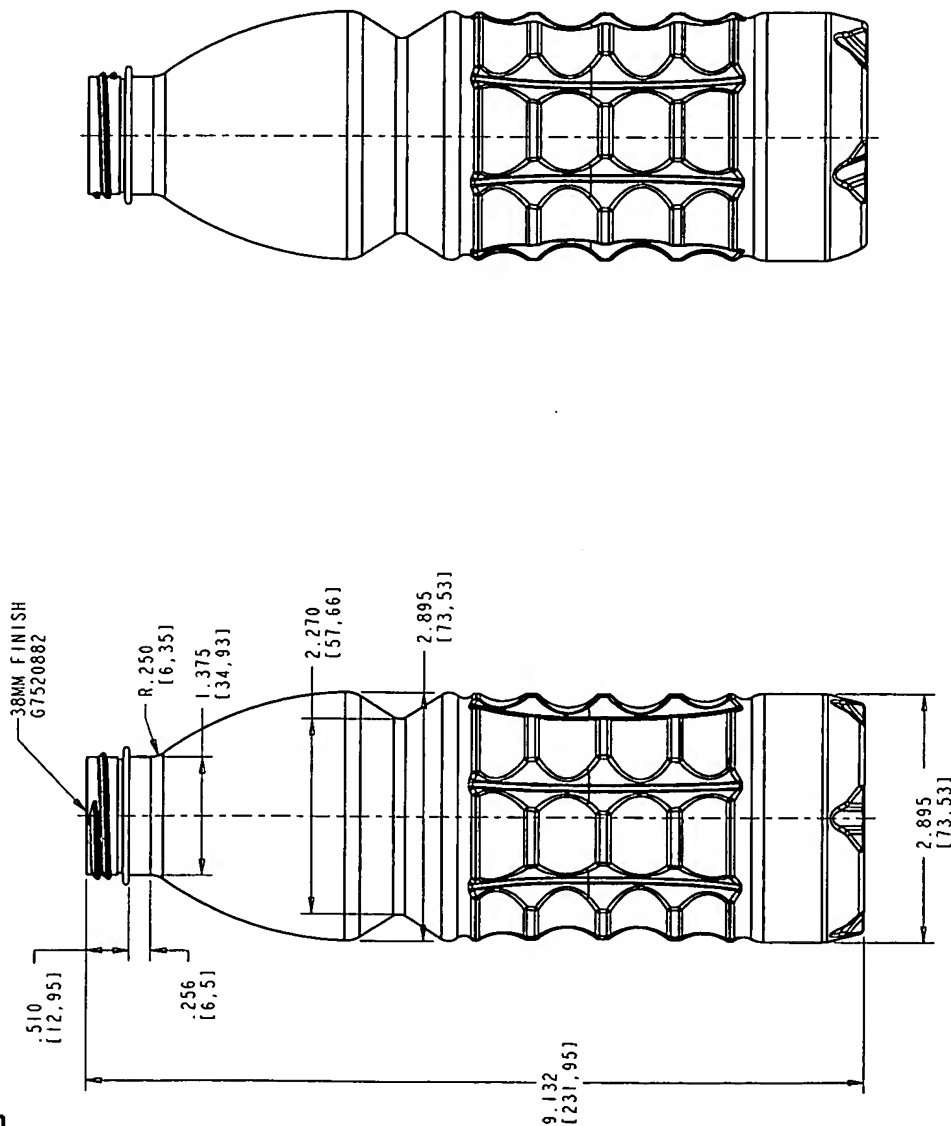


Exhibit 5

ALL DIMENSIONS ARE REPRESENTATIVE ONLY!  
FINAL SIZES TO BE DETERMINED AFTER  
CONTAINERS ARE MANUFACTURED.

•REFERENCE PRODUCT CENTER FOR CURRENT DRAWING•

24 OZ. QUAKER  
URBAN COWBOY

[illegible]

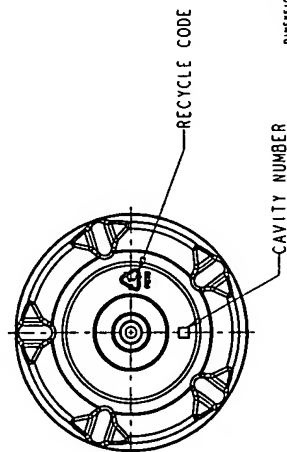
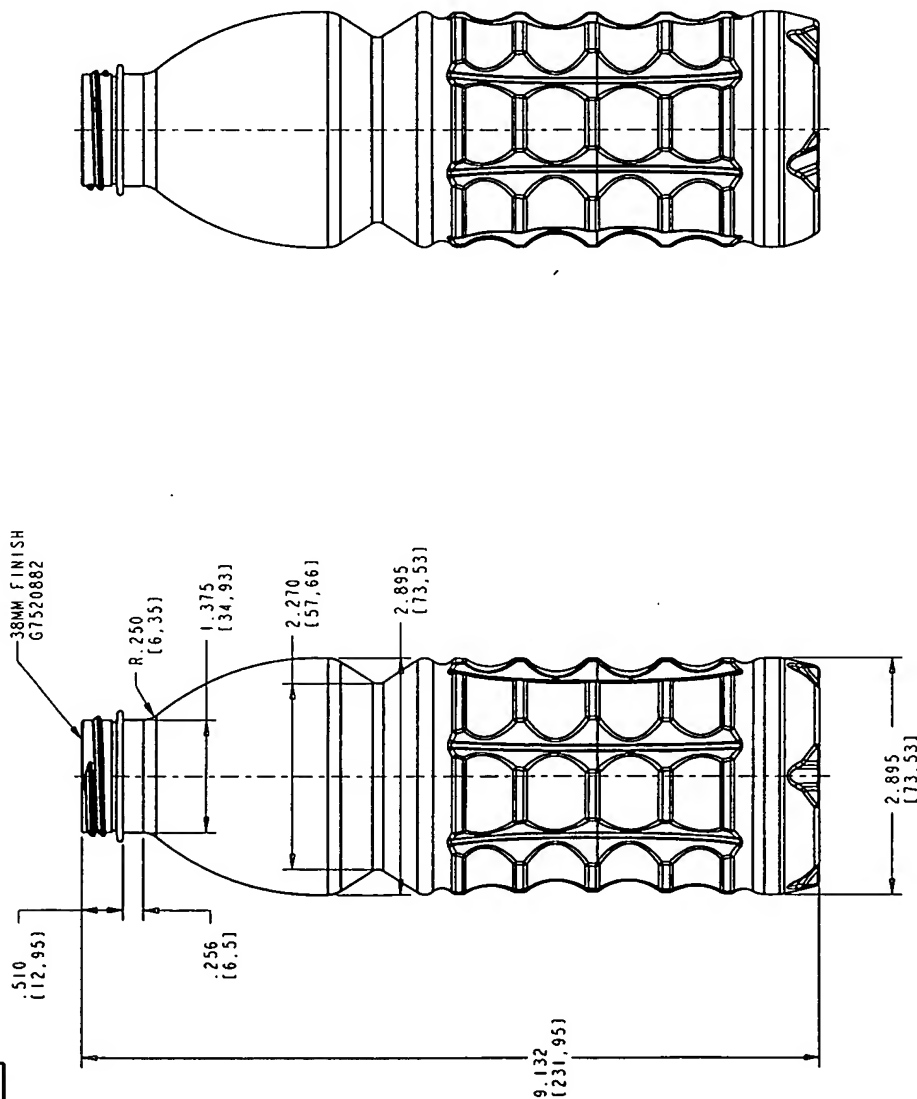
DIMENSIONS NOT TOLERANCED ARE PER S.P.I. STANDARDS

DIMENSIONAL TOLERANCES ± HEIGHT

UNLESS OTHERWISE SPECIFIED

NOTE: DIMENSIONAL TOLERANCES DO NOT APPLY TO  
VIEW DIMENSIONS OR TO LOCATION OF ALL POINTS

DRAWING NO.	REV.
C-C1-28657-1.5	
REVISIONS	



ALL DIMENSIONS ARE REPRESENTATIVE ONLY!  
FINAL SIZES TO BE DETERMINED AFTER  
CONTAINERS ARE MANUFACTURED.

**REFERENCE PRODUCT CENTER FOR CURRENT DRAWING-**

24 OZ. QUAKER  
URBAN COWBOY

[illegible]



Peter.Zhang@OWENS-ILL.COM  
OM  
08/23/02 09:06 AM

To John.Dinkel@OWENS-ILL.COM  
cc  
bcc  
Subject RE:Creative Design - "Urban Cowb

Date: Friday, 23 August 2002 9:06am ET  
To: John.Dinkel  
Cc: Cory.Grolman, David.Piccioli, John.O'Malley, Timothy.Axe,  
Vincent.SarniJr  
From: Peter.Zhang  
Subject: RE:Creative Design - "Urban Cowboy"

John,

I suggest we have a brain storm session facilitated by Tim Axe. Tim did one such session with the Alcohol team folks last week, including the team leader, all PDEs and the Business Manager.

Just let us know when and where, we will be there.

Thanks,

Peter

----- ( Forwarded letter 1 follows ) -----  
Date: Thursday, 22 August 2002 9:16pm ET  
To: Peter.Zhang, Timothy.Axe  
Cc: Cory.Grolman, David.Piccioli, John.Dinkel, John.O'Malley,  
Vincent.SarniJr  
From: John.Dinkel  
Subject: Creative Design - "Urban Cowboy"

Peter / Tim: I have been asked by Jeremy White, of Quaker, to develop some creative designs to develop a more squeezable 24 oz. Edge container, as this comes across as a "want" with their consumer testing. Jeremy commented that if some of the grip grooves are removed from the body of the container, the bottle gets much more squeezable, but the trade-off is some vacuum collapse (filled at 100 degrees, and then refrigerated, so some vacuum drawn) or distortion due to moisture loss. He mentioned that this varies depending on the number of grip grooves removed.

While I have zero creativity, it seems that a good solution might be to build in some vacuum-absorbing features into the lower part of the bottle while maintaining the grip features that are popular in the middle of the bottle. The Game Day designs might be something we can look at to generate some ideas.

I am copying Dave Piccioli, as I know he had considerable time with Game Day designs, and thought he may have some thoughts if we needed any history with it.

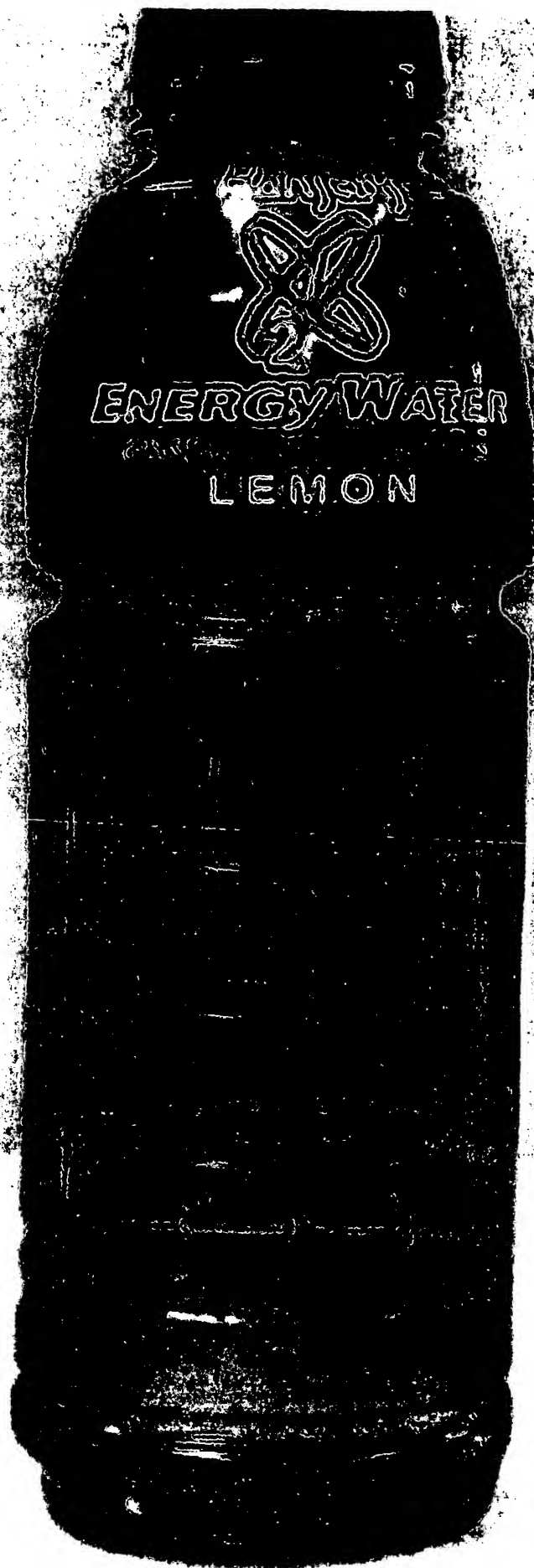
So I don't box you guys in, please consider that Quaker likes the current image of the Edge bottle, wants to hold all pertinent dimensions for handling / filling, capping, labeling, etc., but they do want to consider ways to improve its squeezability yet deal with typical body distortions.

Can we sit down and discuss? I'd like to get several creative ideas in front of them in the next week or so. This seems like an excellent opportunity to meet a design need that is somewhat defined for us, yet offers some creative

options that might improve their current package.

Thanks for your help.

John 8/22



TER

MS

24 FL OZ

(710ml)

[www.hansens.com](http://www.hansens.com)



Confidential Disclosure Record of Invention  
for Consideration under the Patent  
or Trade Secret Laws



OWENS-ILLINOIS, INC.

OWENS-ILLINOIS

One Seagate

Toledo, Ohio 43666

MAR 6 2003

CPT-133

DIV. NO. 07-8751

INTELLECTUAL  
PROPERTY SECTION

DOCKET NO.

18125

1 SUBMITTER (FULL NAME) Timothy P. Axe SOC. SEC. NO. 298-62-5400  
ADDRESS (IN FULL) 13391 Roachton Road #7, Perrysburg, OH 43551  
SUBMITTER (FULL NAME) Q. Peter Zhang SOC. SEC. NO. 512-98-0970  
ADDRESS (IN FULL) 290 Blue Jacket Road, Perrysburg, OH 43551  
SUBMITTER (FULL NAME) Charles P. Simpson SOC. SEC. NO. 510-94-7479  
ADDRESS (IN FULL) 4785 Basin, Adrian, MI 49221

2 SUBJECT MATTER OF IDEA (SEE SHEETS 2 AND 3 FOR FULL DESCRIPTION) THIS IS A UTILITY PATENT DISCLOSURE.

3 DATE CONCEIVED (WHEN IDEA WAS FIRST THOUGHT OF) 08-31-2002.

4 DATE IDEA WAS FIRST DISCLOSED AND TO WHOM Disclosed to Todd M. Budden, NPD PDE, on 09-03-2002.

5 DATE OF FIRST DRAWING 08-31-2002. WHERE IS IT? O-I LDP, Perrysburg, OH 43551.

6 DATE OF FIRST WRITTEN DESCRIPTION OF IDEA 09-03-2002  
WHERE IS IT? O-I LDP, Perrysburg, OH 43551

7 HAS IDEA BEEN TESTED ON AN EXPERIMENTAL BASIS? Yes.  
STATE WHEN, WHERE AND RESULTS 10-25-2002, PTI Technologies, 1440 Timberwolf Drive, Holland, OH 43528, moldable; and on 11-15-2002, O-I Food & Beverage Testing Lab LDP, Perrysburg, OH 43551, improved top load characteristic.

8 HAS IDEA BEEN DISCLOSED IN ANY MANNER WHATSOEVER TO PERSONS OUTSIDE THE COMPANY? Yes.  
IF SO, PLEASE RECITE CIRCUMSTANCES Jeremy White with Quaker Oats received initial rendering via Email on September 6, 2002. Scott Covey of Ryka Blow Molds received the CAD files on October 8, 2002 to produce blow molds. October 24, 2002, Martin Gelbmann of PTI Technologies was given the blow molds for producing blown sample bottles.

9 HAS IDEA BEEN UTILIZED? Yes.  
STATE WHEN, WHERE AND RESULTS 10-25-2002, PTI Technologies, 1440 Timberwolf Drive, Holland, OH 43528. The blown bottle has demonstrated extreme flexibility and improved top loading over prior art.

10 SUBMITTER(S) SIGNATURE (S) DATE 3/5/2003  
DATE 03-05-2003  
DATE 3/5/2003  
SIGNED AT (CITY) (STATE)  
(CITY) (STATE)  
(CITY) (STATE)

WITNESSED AND UNDERSTOOD BY

DATE 3-5-03  
DATE 3-5-03

Exhibit 8

NOTE: Unless all questions are answered fully and Confidential Disclosure Record signed, witnessed and dated, same must be returned to you for completion.



**To:** Howard G. Bruss

**From:** Timothy P. Axe

**Date:** 01/06/04

**Subject:** Squeezable Beverage Bottle – Correction of Inventorship

I am unable in Good Faith to sign the subject application.

Paragraph 2, notes "Each of us states that the error in the original identification of inventors in this application arose without any deceptive intention on his part."

I am aware of a deception with regard to the identification of inventors.

It was John Dinkel who asked me to design the subject bottle. I requested input from Chuck Simpson who willingly provided assistance.

Sample bottles were made and the functionality tested.

I was charged with writing the original CDR for the subject bottle. It was one of the first CDRs for a functional design patent I had written in my new position with Owens-Illinois. So I met with Raj Parikh, our legal counsel, to request direction, not in writing the substance of the document, rather for clarification regarding each of the sections.

In addition, I sought assistance from my supervisor, Peter Zhang, for identifying possible prior art.

While I was drafting the CDR, Peter Zhang came to me and said that he felt he should be included as an inventor. When I asked how that would be possible, he stated that I had probably used something he had taught me during my first three months of my new position that had aided in the design.

I met with Raj Parikh to request clarification with respect to who should be included on the application as an inventor. I did not mention my conversation with Peter Zhang at that time.

At a subsequent meeting to discuss the status of the CDR, both Peter Zhang and Raj Parikh were present, and the topic of identifying inventors came up. Raj Parikh cited examples of when someone would qualify and would not. Peter Zhang repeated his earlier statement as an example, and Raj Parikh responded by saying no that it would not qualify.

Following our meeting with Raj Parikh, Peter Zhang stated that he would see to it that his name was included whether or not I placed it on the form. He explained that he would simply offer some variation to the design as an improvement and automatically be added. I included his name on the CDR.

I am aware of another issue, not pertaining to the subject of this letter, where similar action was taken by Peter Zhang.

1/6/2004  
Date

Timothy P. Axe



THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of: Jeremy M. White, et al.  
Serial No. 10/374,745  
Filed: February 25, 2003  
For: Squeezable Beverage Bottle

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Assistant Commissioner for Patents  
Washington, D.C. 20231

Sir:

**STATEMENT**

Pursuant to 37CFR1.48(a)(2), Jeremy M. White, a citizen of the United States residing in \_\_\_\_\_, Timothy P. Axe, a citizen of the United States residing in Perrysburg, Ohio, Q. Peter Zhang, a citizen of the United States residing in Perrysburg, Ohio and Charles P. Simpson, a citizen of the United States residing in Adrian, Michigan, hereby declare and state as follows:

1. We understand that this Statement is to be filed in connection with Correction of Inventorship in this application from Mr. White in the application as filed, to Messrs. White, Axe, Zhang and Simpson as corrected.

2. Each of us states that the error in the original identification of inventors in this application arose without any deceptive intention on his part.

3. In August, 2002, Mr. White, an employee of Quaker Oats, requested that employees of the Owens-Illinois Plastic Products Group design a container that is more squeezable than a container known as the EDGE container. The EDGE container was similar to that shown in D434,664 (Exhibit 1).

4. In response to this request, on September 6, 2002, Mr. Axe e-mailed to Mr. White three container design Concepts that had been designed by Messrs. Axe, Zhang and Simpson. A copy of this e-mail is attached as Exhibit 2, and includes copies of the three design Concepts, all of which are marked OI CONFIDENTIAL. Mr. White then authorized construction of unit tools for the designs of Concepts Two and Three. One hundred sample containers of each design were delivered to Quaker Oats on or about October 25, 2003.

5. On October 31, 2002, Mr. White reported that the design of Concept Three had been subjected to consumer testing and had "tested well with consumers this week." A copy of this e-mail is attached as Exhibit 3.

6. Mr. White requested that the sidewall design of the Concept Three container be modified to include seven grip area panels, rather than the eight grip area panels in the Concept Three design and Concept Three samples. Two 7-panel designs were then proposed to Quaker, as shown in OI drawings C-C1-28657-1-4 and C-C1-28657-1-5, both dated December 17, 2002 and enclosed as Exhibit 4. Both drawings are marked CONFIDENTIAL.

7. Each of us further states that all statements made herein of his own knowledge are true, and that all statements made on information and belief are believed to be true; and further that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title XVIII of the United States Code, and that such willful false statements may jeopardize the validity of this patent application and any patent issued thereon.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

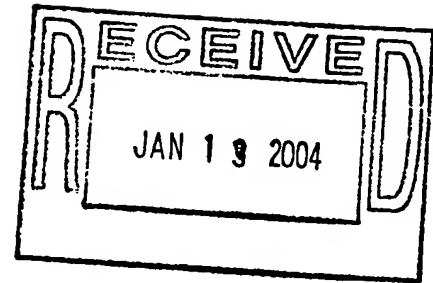
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**OWENS-ILLINOIS, INC.**  
**Plastics Group**  
**Plastics Containers**



**CONFIDENTIAL**



January 8, 2004

Mr. Robert C. Collins  
Reising, Ethington, Barnes, Kisselle, Learman & McCulloch, P.C.

Dear Mr. Collins,

This is to respond to your request for information regarding O-I Docket #18125.

- Per John Dinkel's e-mail request to me and Tim Axe dated 08-22-2002, I assigned the "Urban Cowboy" creative design project to Tim Axe.

At that time, I personally directed Tim Axe on all of his projects as his mentor and supervisor since he only started with O-I on 04-29-2002 with no prior experience in the plastics industry. As a routine, I offered my knowledge and ideas to Tim Axe on the "Urban Cowboy" project.

Specifically, I gave Tim Axe the following directions:

1. Do not change the Dome and Base design per John Dinkel's above-mentioned e-mail.
  2. The body portion must be concave in order to prevent buckling of the body wall (Or an hourglass shape in 3D). I further advised Tim Axe that a bare concave body maybe too weak to spring back once squeezed, he might add hoop rings to it. I emphasized that these hoop rings would have to be concave, not convex (in 2-dimensional view).
  3. I showed the "Reebok" sample that I had to Tim Axe to further explain the importance of concavity in the body of the bottle.
- I made several sketches during discussions with Tim Axe on this project. As Tim Axe's supervisor, I asked Tim Axe to safe-keep all sketches. When I asked for sketches on 03-04-2003 prior to filing the CDR, Tim Axe claimed that he could not find them, especially given the overwhelming "Vipor" project work he was burdened with.
  - In jointly writing the CDR, I was instrumental in further defining the invention. During this process, I again reiterated the essence of the invention, that is, the concaveness or hourglass shape of the squeezable body.

Should you have any questions, please call me at 419-247-8295.

Sincerely,

A handwritten signature in black ink, appearing to read 'Peter Zhang', with a long horizontal flourish extending to the right.

Peter Zhang  
Owens Illinois  
Plastics Group – Containers

Attachments

# Attachment I (page 1 of 2)



Peter.Zhang@OWENS-ILL.C  
OM

03/04/03 05:24 PM

To Timothy.Axe@us.o-i.com

cc

bcc

Subject RE:Gatorade EDGE CDR

Date: Tuesday, 4 March 2003 5:24pm ET  
To: Timothy.Axe@us.o-i.com  
From: Peter.Zhang@OITAO  
Subject: RE:Gatorade EDGE CDR

Thank you, Tim. Could you please come see me tomorrow with all pertaining sketches, drawings and whatever so that we can submit this? Anytime in the morning would be fine.

Have a great evening!

Peter

----- ( Forwarded letter 1 follows ) -----

Date: Tue, 4 Mar 2003 17:04:11 -0500  
To: Peter.Zhang  
Cc: Nirav.Parikh  
From: Timothy.Axe@us.o-i.com  
Subject: RE:Gatorade EDGE CDR

Peter:

Attached are the subject CDR materials for your perusal. The status of the CDA remains in question.

Tim

Timothy P. Axe  
Creative Services Manager - NPD  
1890 North Wilkinson Way - 25LDP  
Perrysburg, OH 43551  
Tel: 419-247-7677

Information contained herein constitutes proprietary confidential information of Owens-Illinois, Inc., and is to be accepted subject to that understanding. It is to be kept confidential unless otherwise approved by O-I.

---

Thank you for the following up, Tim.

See you on Tuesday.

Peter

----- ( Forwarded letter 1 follows ) -----

Date: Sun, 2 Mar 2003 00:10:04 -0500  
To: Peter.Zhang  
Cc: Nirav.Parikh



Attachment I (page 2 of 2)

From: Timothy.Axe@us.o-i.com  
Subject: Gatorade EDGE CDR

Peter:

The drawings, description, and the dates for those outside O-I receiving the new EDGE information have been incorporated into the subject CDR. Per John Dinkle's suggestion, I spoke with Steve Ream regarding the status of the CDA. Steve does not keep CDAs for O-I customers and suggested I discuss this with Vince Sarni. Unfortunately, Vince is out of town and is not scheduled to return until Monday, March 10th. I've left a voice message for him.

I will be visiting Paul's Model Shop on Monday returning in the afternoon on Tuesday and will plan to follow-up with you then.

Tim

Timothy P. Axe  
Creative Services Manager - NPD  
1890 North Wilkinson Way - 25LDP  
Perrysburg, OH 43551  
Tel: 419-247-7677

Information contained herein constitutes proprietary confidential information of Owens-Illinois, Inc., and is to be accepted subject to that understanding. It is to be kept confidential unless otherwise approved by O-I.

----( SEGMENT 7 IS UNVIEWABLE PC ATTACHMENT NAMED UnNamed.htm  
----( SEGMENT 8 IS UNVIEWABLE PC ATTACHMENT NAMED UnNamed.htm  
----( SEGMENT 9 IS UNVIEWABLE PC ATTACHMENT NAMED EDGE\_CDR.pdf  
----( SEGMENT 10 IS UNVIEWABLE PC ATTACHMENT NAMED CDR\_Gato.doc

Attachment II (page 1 of 2)



Peter.Zhang@OWENS-ILL.C  
OM

08/23/02 09:06 AM

To John.Dinkel@OWENS-ILL.COM

cc

bcc

Subject RE:Creative Design - "Urban Cowb

Date: Friday, 23 August 2002 9:06am ET  
To: John.Dinkel  
Cc: Cory.Grolman, David.Piccioli, John.O'Malley, Timothy.Axe,  
Vincent.SarniJr  
From: Peter.Zhang  
Subject: RE:Creative Design - "Urban Cowboy"

John,

I suggest we have a brain storm session facilitated by Tim Axe. Tim did one such session with the Alcohol team folks last week, including the team leader, all PDEs and the Business Manager.

Just let us know when and where, we will be there.

Thanks,

Peter

----- ( Forwarded letter 1 follows ) -----

Date: Thursday, 22 August 2002 9:16pm ET  
To: Peter.Zhang, Timothy.Axe  
Cc: Cory.Grolman, David.Piccioli, John.Dinkel, John.O'Malley,  
Vincent.SarniJr  
From: John.Dinkel  
Subject: Creative Design - "Urban Cowboy"

Peter / Tim: I have been asked by Jeremy White, of Quaker, to develop some creative designs to develop a more squeezable 24 oz. Edge container, as this comes across as a "want" with their consumer testing. Jeremy commented that if some of the grip grooves are removed from the body of the container, the bottle gets much more squeezable, but the trade-off is some vacuum collapse (filled at 100 degrees, and then refrigerated, so some vacuum drawn) or distortion due to moisture loss. He mentioned that this varies depending on the number of grip grooves removed.

While I have zero creativity, it seems that a good solution might be to build in some vacuum-absorbing features into the lower part of the bottle while maintaining the grip features that are popular in the middle of the bottle. The Game Day designs might be something we can look at to generate some ideas.

I am copying Dave Piccioli, as I know he had considerable time with Game Day designs, and thought he may have some thoughts if we needed any history with it.

So I don't box you guys in, please consider that Quaker likes the current image of the Edge bottle, wants to hold all pertinent dimensions for handling / filling, capping, labeling, etc., but they do want to consider ways to improve its squeezability yet deal with typical body distortions.

Can we sit down and discuss? I'd like to get several creative ideas in front of them in the next week or so. This seems like an excellent opportunity to meet a design need that is somewhat defined for us, yet offers some creative

*Attachment II (page 2 of 2)*

options that might improve their current package.

Thanks for your help.

John 8/22



Joyce M Murphy/User/O-I

08/13/2004 11:48 AM



To tpaxe@usa.net

cc rccollins@reising.com, hgb@fullerhenry.com, Susan L  
Smith/User/O-I@O-I

bcc Judith Schreiner/User/O-I@O-I; Crystal  
Anderson/User/O-I@O-I

Subject Meeting at 25-LDP

Tim:

Per our telephone conversation yesterday, I have scheduled a meeting as shown below to include you, Bob Collins, Howard Bruss, and Sue Smith.

Wednesday, August 25, 2004  
10:00 a.m. - (approx.) 12:00 N.  
Conference Room D  
Levis Park -- Bldg. 25

When you arrive for the meeting, please call me at 8550 or Judith Schreiner at 8548 from the building lobby.

In the event a conflict were to develop, I have also reserved Conference Room D on Friday, August 27, 2004, for approximately 2 hours beginning at 10:00 a.m.

Unless you advise me to the contrary, I plan on meeting you in the building lobby on Wednesday morning, August 25th.

Joyce Murphy  
Legal Department



timothy axe <tpaxe@usa.net>  
08/11/2004 05:06 PM

To <Judith.Schreiner@us.o-i.com>, <H.Bruss@us.o-i.com>  
cc  
bcc  
Subject Re: MSG FROM H. G. BRUSS

Howard,

The last week in August is open as of now. Best if you could please let me know as soon as tentative dates are identified on your end.

Best Regards,

Tim Axe

Judith.Schreiner@us.o-i.com wrote:

MESSAGE FROM H. G. BRUSS:

Tim,

We are still interested in meeting with you to discuss the Urban Cowboy patent application. As I indicated, we would be willing to pay for a day of your time for these discussions. If you are agreeable, please propose dates at the end of August and first part of September when you would be available, and we will try to accommodate your schedule.

H. G. BRUSS

Judith Schreiner  
Legal Department  
(419) 247-8548  
(419) 247-8555 Fax  
judith.schreiner@us.o-i.com



Judith  
Schreiner/User/O-I  
08/10/2004 05:46 PM

To tpaxe@usa.net  
cc  
rccollins@reising.com; Jeffrey D DiPasquale/User/O-I@O-I;  
bcc Kevin Joseph Stevens/User/O-I@O-I; Joyce M  
Murphy/User/O-I@O-I  
Subject MSG FROM H. G. BRUSS

MESSAGE FROM H. G. BRUSS:

Tim,

We are still interested in meeting with you to discuss the Urban Cowboy patent application. As I indicated, we would be willing to pay for a day of your time for these discussions. If you are agreeable, please propose dates at the end of August and first part of September when you would be available, and we will try to accommodate your schedule.

H. G. BRUSS

Judith Schreiner  
Legal Department  
(419) 247-8548  
(419) 247-8555 Fax  
judith.schreiner@us.o-i.com

*Printed for Judith Schreiner*

08/10/2004



timothy axe  
<tpaxe@usa.net>  
08/06/2004 05:57 PM

To <joyce.murphy@us.o-i.com>,  
<Judith.Schreiner@us.o-i.com>  
<Collins@reising.com>, <Peter.Zhang@us.o-i.com>,  
cc <Charles.Simpson@us.o-i.com>,  
<Jeff.DiPisquale@us.o-i.com>

bcc

Subject Squeezable Bottle - Documents Review 18125

For your information, I have attempted to schedule a meeting to review the subject documents without success. Apparently this is due to attorney Howard Bruss' retirement.

cc: File



Howard G Bruss/User/O-I  
Sent by: Judith Schreiner

07/09/2004 03:27 PM

To: timothy axe <tpaxe@usa.net>

cc

bcc: Judith Schreiner/User/O-I

Subject: Re: Employee Agreement 

Tim, here are copies.



g8i24300.PDF

H. G. Bruss  
419-247-8547  
h.bruss@us.o-i.com

timothy axe <tpaxe@usa.net>



timothy axe  
<tpaxe@usa.net>

07/08/2004 06:45 PM

To: <H.Bruss@us.o-i.com>

cc

Subject: Employee Agreement

Howard,

Please have a copy of the 4/29/02 Employee Agreement mentioned in your earlier correspondence sent to my updated address: 2266 Kishler Drive, Saint Marys, Ohio 45885.

Best Regards,

Tim Axe

*Printed for Judith Schreiner*

*08/25/2004*





## EMPLOYEE PATENT AND SECRECY AGREEMENT

IN CONSIDERATION OF MY EMPLOYMENT and/or the continuance of my employment by Continental PET Technologies, Inc., or any of its subsidiaries:

1. I hereby recognize that unpublished patentable or unpatentable items of technical or non-technical information such as, but not limited to, materials, tooling, equipment, designs, process, formulas, projects, products, costs, financial data, marketing plans, customer and supplier lists or business projections used by Continental in its business constitute valuable trade secrets or confidential information (referred to hereafter collectively as "Confidential Information") which is the property of Continental, and I agree not to disclose or use the same other than in the business of Continental. Specifically, I agree:
  - a. Not to directly or indirectly, disclose or make available to anyone or use outside of the Continental organization during or after my employment, any Confidential Information without an authorized Continental official's prior written consent.
  - b. To safeguard all Confidential Information at all times so it is not exposed to, or taken by, unauthorized persons, and when entrusted to me, will exercise my best efforts to assure its safe-keeping.
  - c. Upon termination of my Continental employment, to deliver all materials, including personal notes and reproductions relating to Continental's business in my possession or control.
2. I hereby agree to promptly disclose in writing to Continental PET all ideas which I have conceived or may conceive and all inventions, improvements or discoveries which I have made or may make during the term of my Continental PET employment relating to any business of interest of Continental PET, whether alone or jointly with others. I hereby agree that all rights, title and interest in and to all such ideas, inventions, improvements or discoveries are the sole property of Continental PET. I also agree that during and after termination of my Continental PET employment, I and my heirs or representatives, shall as requested, assist in the preparation and execution of all patent applications and other instruments, as well as execute all requested assignments and do all other things which Continental PET deems necessary to obtain or to maintain United States and foreign patents or otherwise protect Continental PET's rights and interests.

THIS AGREEMENT does not, of course, bind either party to any specific period of employment.

Timothy P. AKE

Employee Name

Timothy P. Ake

Employee Signature

4/28/2002

Date

Accepted by Continental PET Technologies, Inc.

By: Cory P. Grolman

Name CORY P GROLMAN

DIRECTOR, NPD

Title

4/30/02

Date

7 Technology Drive  
Phone 603-627-5550

Bedford, NH 03110-6908  
FAX 603-627-5750



Continental PET Technologies, Inc.  
7 Technology Drive  
Bedford, N.H. 03110

In consideration of my employment by you, I hereby agree that for a period of eighteen (18) months from and after the termination for whatever reason of my employment by Continental PET Technologies, Inc. I will not directly or indirectly, for my own account or as an employee of another, engage in any competitive enterprise in the field of polyethylene terephthalate conversion as hereinafter defined.

The term "competitive enterprise" as used herein shall include the development, manufacture, distribution, or sale of plastic injection, blow molding molds, tools, machinery and services incidental thereto.

The term "Competitive enterprise" shall not include any geographical area where an agreement not to take competitive employment or otherwise engage in competition is illegal or void by reason of statute, ordinance, administrative ruling or judicial decision.

Timothy P. AVE

Name

Timothy P. AVE

Signature

4/28/2002

Date

ACCEPTED AND AGREED TO BY:

CONTINENTAL PET TECHNOLOGIES, INC.

Cory P. Grodman

Signature CORY P GRODLMAN

DIRECTOR, NPD

Title

4/30/02

Date

**AGREEMENT TO REIMBURSE**

This Agreement to Reimburse ("Agreement") is made effective on the 26 day of APRIL 2002, by and between Owens-Illinois, Inc., including its subsidiaries, divisions, affiliates or assigns (collectively "O-I"), and TIMOTHY P. AXE, a newly hired employee ("Employee").

WHEREAS, Employee was recently hired at O-I or is a prospective employee of O-I, and Employee agrees to relocate for such employment; and

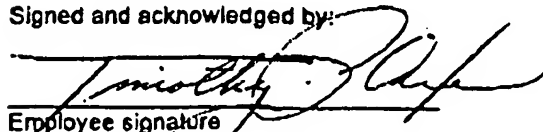
WHEREAS, Employee and O-I both agree that Employee should reimburse O-I under the circumstances and pursuant to the terms detailed below.

NOW THEREFORE, O-I and Employee agree as follows:

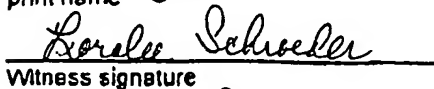
1. The Employee's Relocation Date under this Agreement shall be the date Employee becomes officially employed with O-I.
2. Should Employee voluntarily leave O-I as an Employee during the first two (2) years measured from the Employee's Relocation Date, then Employee will, immediately upon such voluntary act, reimburse O-I in good funds, for all relocation expenses, which shall include but not be limited to, all expenses of any kind related in any way to Employee's relocation, at any time, paid for by O-I, or reimbursed by O-I to Employee or to third parties on behalf of Employee.
3. Should Employee not fully and immediately reimburse O-I for the Relocation Expenses as required in this Agreement, O-I may withhold or offset, to the fullest extent permissible by law, Employee's bonuses, vacation pay, sick pay, wages or other amounts that O-I may owe at that time or in the past or future to Employee.
4. If any term, or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected and each other portion of this Agreement shall be valid and enforceable to the fullest extent permitted by law and shall be interpreted as near to the parties original intent as possible.
5. This Agreement shall be governed by the laws of the State of Ohio. Should any disagreement occur, Employee or O-I agree to both submit to the venue and jurisdiction of the courts of Lucas County in the State of Ohio unless otherwise mutually agreed to in a writing signed by both parties. Nothing in this Agreement shall be construed to be a contract of employment with the Employee.

IN WITNESS WHEREOF, O-I and Employee have executed this Agreement as of the date written above.

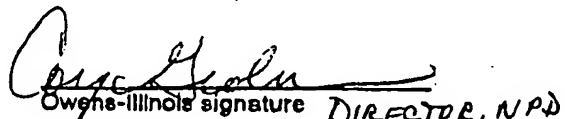
Signed and acknowledged by:

  
Employee signature

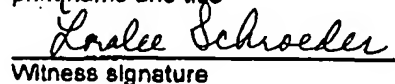
TIMOTHY P. AXE  
print name

  
Witness signature

LORALEE SCHROEDER  
print name

  
Owens-Illinois signature DIRECTOR, NPD

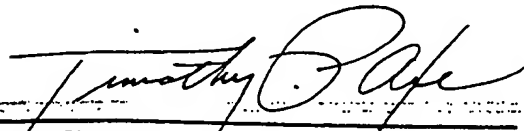
Cory Gustafson 4/26/02  
print name and title

  
Witness signature

LORI SCHROEDER  
print name

## DRUG/ALCOHOL POLICY RECEIPT

I hereby acknowledge receipt of the Company's Drug/Alcohol Policy which applies to me. I have read, understand, and agree to comply with the Policy. I understand that this policy is not a contract, express or implied, between me and the Company, nor shall it be construed to create a contract. I understand that the Company has the exclusive right to modify, alter or amend its Drug/Alcohol Policy at any time.

  
Employee Signature

4/29/2002  
Date

TIMOTHY P. AYE  
Print-Employee Name

RETURN TO: Janis Boles - 8 OSG




ACKNOWLEDGMENT OF ANTITRUST  
COMPLIANCE POLICY

DATE: 4/29/2002

LOCATION 25-LPD

I have received a copy of the Antitrust Compliance Policy. I agree to observe the policies at all times.

SIGNATURE: 

PRINTED NAME OF SIGNER: TIMOTHY P. AYE

TITLE OF POSITION: DESIGN ENGINEER

This record will be filed in your permanent Personnel folder by the Human Resources Coordinator.



CONFLICT OF INTEREST STATEMENT

Employees of Continental PET Technologies, Inc., and its subsidiaries, owe their prime business loyalty to the Company, in accordance with the highest legal and ethical standards. Therefore, employees should remain free from any influence, interest, or relationship that might conflict with the best interests of the Company, or which might present an appearance of conflict.

Personal interests of individual employees or the interests of any relative, associate, or entity to which an employee owes a fiduciary duty cannot be permitted to play any part in transactions affecting the company.

If a situation should arise where there may be an actual or potential conflict, the employee must disclose the facts to his or her supervisor, or to the General Counsel, so that the situation can be resolved in a manner consistent with this policy.

EMPLOYEES SIGNATURE

DATE:

4/29/2002

**Owens-Illinois, Inc.**  
**Employment Agreement - Salaried Employees**

1. **Purpose.** I am being hired by or am an employee of Owens-Illinois, Inc. or one of its subsidiaries or affiliated companies ("the Company") in a position of trust and confidence and I agree to abide by the Company's standards of integrity and lawful conduct.
2. **Compensation and Benefits.** I agree to be bound by the Company's salary and compensation policies applicable to salaried employees. I understand that I will be informed of my specific rate group or point rating and salary range. I understand that I am eligible for participation in the Company's comprehensive benefit programs, including group health care, life insurance, short and long term disability, pension, profit sharing, stock purchase and others, as more fully described in applicable summary plan descriptions, upon my fulfillment of the eligibility requirements for each plan. I understand that the Company may at any time modify or discontinue any salary or compensation policy and any benefit plan or program which it maintains.
3. **Policy Compliance.** I agree to be bound by and to comply with all Company policies. I understand that from time to time the Company will change, update and/or create new policies. I agree to be bound by those policies and to comply with all reasonable demands related to and/or return all required certifications for application or compliance with any policy.
4. **Authority.** I have only such authority to act on behalf of the Company as is specifically conferred upon me from time to time by the Company.
5. **Conflicts of Interest.** I agree to avoid transactions or activities that result in or give the appearance of a conflict between personal and Company interests. I agree not to have any personal financial dealings with any individual or business that furnishes merchandise, supplies, property or services to the Company. I agree not to accept gifts, including travel, living or entertainment expenses, of other than nominal value from any person or entity doing or seeking to do business with the Company. I agree to disclose to the Company all business opportunities offered to me which are related to the Company's business.
6. **Confidentiality and Proprietary Information.** I understand that I already have or will have access to confidential secret and proprietary Company information and methods. I agree that during and after my employment with the Company, except as expressly authorized, I will not disclose, directly or indirectly, to any person or entity for any purpose whatsoever, nor use for my own benefit, any information not generally known in the Company's industry which was disclosed to me or known by me as a consequence of my employment with the Company. This includes any information regarding the Company's products, processes, customers, services, suppliers, and other matters, and also includes information relating to plans, proposals, computerization, research, development, inventions, experiments, formulas, trade secrets, machinery, purchasing, accounting, engineering, marketing, merchandising, and selling. I understand that in the event I am assigned to work on a project of an unusually confidential nature I may be required to execute an additional agreement designed to further protect information belonging to the Company.
7. **Inventions and Discoveries.** I will promptly disclose to the Company all inventions, discoveries, and improvements relating to my work for any product made or contemplated by the Company (or its licensees) or relating to or usable in, the manufacture, application, use or sale of any such product, or contemplated product, which I shall conceive or make during my employment or within six months thereafter, whether or not made during my working hours and whether or not conceived with the assistance of information, equipment, or material furnished me by the Company. All such inventions, discoveries, and improvements shall belong exclusively to the Company. I will, at Company expense, both during my employment and after, cooperate with the Company to obtain patents and to transfer such inventions, discoveries, and improvements and such patents and applications to the Company.
8. **Noncompetition.** I agree that during, and for one year after termination of, my employment with the Company, I will not, in any individual or representative capacity whatsoever, directly or indirectly, own, manage, operate, join, control, be employed by, participate in or be connected in any manner with, or permit my name to be used in connection with, any business which sells, at wholesale or retail, or otherwise deals in products and/or services which are the same or substantially similar to those in which the Company deals, without the Company's prior consent, evidenced in writing signed by an authorized senior officer of the Company. This paragraph only restricts my activities after the termination of my employment with the Company in the state of Ohio and in any state contiguously bordering the state of Ohio, and only within the specific geographical areas of said states in which the Company did business during the period of my employment with the Company. I agree that the scope and the duration of this restriction are necessary and are no more than are reasonable to protect the Company. This paragraph

does not preclude me from owning for investment purposes not more than five percent of the stock of a publicly held company.

9. **Nonsolicitation.** I agree that during, and for one year after termination of, my employment with the Company, I will not, for myself or another, solicit, interfere with, or endeavor to entice away from the Company any person who or entity which was or is a customer of the Company, or for whom or which I performed services or otherwise dealt with on behalf of the Company or relative to whom or which I obtained confidential, secret or proprietary information as a result of my position with the Company, nor shall I sell or aid in the sale of any product or service which is competitive with Company products or services to such customers during said period.
10. **Enticement of Others.** I agree that during, and for one year after termination of, my employment with the Company, I will not, for myself or another, employ, offer to employ, solicit or endeavor to entice away from the Company any Company employee.
11. **Misuse of Assets.** I agree not to use any funds, assets, materials and services of the Company or its customers or suppliers for my own use, or for any unlawful or inappropriate or unauthorized purpose.
12. **Consideration and At-Will Disclaimer.** I make this Agreement in consideration of my employment with the Company and as an inducement to the Company to hire me or continue me in my present position but I have no agreement, understanding or expectation that the Company is in any way or to any extent obligated to retain me as an employee. I understand and acknowledge that this is not a contract which guarantees continued employment, that I am an at-will employee, and that I have not been given any oral or written promises nor do I have any expectations of lifetime employment, employment for a definite term or employment security with the Company. I acknowledge that this Agreement does not limit the Company's right to discipline, suspend or discharge me for cause or otherwise.
13. **Indemnification.** I understand that in most cases, the Company will indemnify me if I am a party or am threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the Company) by reason of the fact that I was an employee of the Company, against expenses, judgments, fines, and amounts paid in settlement actually and reasonably incurred by me in connection with such action, suit or proceeding if I acted in good faith and in a manner I reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe my conduct was unlawful. Expenses incurred by me may be paid by the Company in advance of the final disposition of such action, suit or proceeding only if I execute an undertaking to repay such amount if the Company ultimately determines that I am not entitled to be indemnified by the Company.
14. **Return of Company Property.** I agree upon termination of my employment or upon Company demand to promptly turn over to the Company all Company-related files, equipment, research, drawings, documents, records, and other items, including my notes and any electronically recorded materials, and all duplicates, variations and copies of any such items.
15. **Remedies.** I agree that the Confidentiality and Proprietary Information, Noncompetition, Nonsolicitation and Enticement of Others sections of this Agreement are necessary to protect the Company's business, and that my violation of these sections would result in irreparable harm to the Company. If I breach these sections the Company shall be entitled to injunctive relief in addition to any other remedies legally available. These sections shall survive termination of this Agreement. This Agreement shall be governed by Ohio law. The Company does not by inaction or otherwise waive its right to insist on strict compliance with all provisions of this Agreement. The provisions of this Agreement are severable and enforceable separately. This Agreement shall inure to the benefit of the Company's transferees, successors and assigns.
16. **Entire Agreement.** This Agreement contains the entire agreement between me and the Company and it may be amended only by our mutual written consent.

I understand the terms of this Agreement and agree to be bound by it.

TIMOTHY P. AXE / Timothy P. Axe  
Print Employee Name/Employee Signature

4/28/2002  
Date of Signing

Cory P. Grodman 4/30/02  
Print/Witness Name/Witness Signature  
CORY P GRODMAN



**From:** <H.Bruss@us.o-i.com>  
**To:** PRIMARY.GWIA("RCCOLLINS@REISING\_.COM")  
**Date:** 6/25/04 8:12AM  
**Subject:** Fw: 18125

FYI

H. G. Bruss  
419-247-8547  
h.bruss@us.o-i.com

----- Forwarded by Howard G Bruss/User/O-I on 06/25/2004 08:15 AM -----

Howard G  
Bruss/User/O-I

06/25/2004 07:56 AM      To  
timothy axe <tpaxe@usa.net>  
cc

Subject  
Re: 18125(Document link: Howard G  
Bruss)

TIM MY OFFER WAS AND REMAINS TO PAY FOR A DAY OF YOUR TIME TO MEET AND  
COMPLETE THE PAPERWORK.

H. G. Bruss  
419-247-8547  
h.bruss@us.o-i.com

timothy axe  
<tpaxe@usa.net>

06/24/2004 07:04 PM      To  
<H.Bruss@us.o-i.com>  
cc

Subject  
Re: 18125

Howard,

I will gladly comply with your request providing I am given a guarantee of reimbursement for my legal fees. Please see my correspondence of June 12, 2004, for a more complete explanation.

Best Regards,

Tim Axe

Dear Tim,

Please send me information concerning your discussions with your father and anything else you wish us to consider.

H. G. Bruss  
419-247-8547  
h.bruss@us.o-i.com

**From:** <H.Bruss@us.o-i.com>  
**To:** PRIMARY.MAIN(rccollins)  
**Date:** 6/14/04 7:47AM  
**Subject:** Fw: Documents Review

bob can you draft tim 's comments in the papers? lets discuss.

H. G. Bruss  
419-247-8547  
h.bruss@us.o-i.com

----- Forwarded by Howard G Bruss/User/O-I on 06/14/2004 07:44 AM -----

timothy axe  
<tpaxe@usa.net>  
  
To  
06/12/2004 12:54 PM <H.Bruss@us.o-i.com>  
cc  
  
Subject  
Re: Documents Review

Howard,

Sorry to hear of your disappointment regarding the total rate. Actually it is a comparable billing rate to mine while at Owens-Illinois plus a small administrative fee, with the additional significant portion being of course the attorney's.

The attorney, however, comes highly recommended especially with respect to the issues under dispute and could prove to be very helpful. Either way, I find it prudent that I have similar counsel.

With regard to your comments on the issue of cooperation, I have more than adequately demonstrated my willingness to do so.

Pertaining to the offer for reimbursing my time and expenses as well as the payment of legal fees, it was yours.

Have any of the items I sent you been drafted into to the documents? If so

I  
would gladly review them prior to our next meeting and perhaps save us  
valuable time.

Best Regards,

Tim Axe

**From:** <H.Bruss@us.o-i.com>,  
**To:** timothy axe <tpaxe@usa.net>  
**Date:** 6/2/04 12:37PM  
**Subject:** Re: Documents Review

Dear Tim,

I have received your email of 5/18/04 and was disappointed by your request for payment at the rate of \$450/hour for you and an attorney.

As you know, your Employee Agreement of 4/29/02 requires that you cooperate with the Company during and after your employment to obtain patents. The factual work was completed before you left the company. The bottom line is that an internal dispute has arisen. We have sent you papers describing the dispute and are asking that you cooperate in documenting the facts of agreement and the facts in dispute for sending to the Patent Office, and I offered to pay you for a one-day visit to review and sign the papers. There is no provision in your Employee Agreement for payment of any legal fees.

It appears that the agreed upon facts, and the facts in dispute are clear.

I again offer to reimburse you for a visit to make the final revisions and sign the papers, and ask that you reconsider and select a date for the visit.

H. G. Bruss  
419-247-8547  
h.bruss@us.o-i.com

timothy axe  
<tpaxe@usa.net>  
To  
<howard.bruss@us.o-i.com>  
05/18/2004 cc  
06:07 PM  
Subject  
Documents Review

Howard,

Per your request during your recent telephone call, I may be able to schedule a visit to the O-I Perrysburg campus the latter part of the week of May 18th or possibly some time during the latter portion of the week of May 25th.

If you could identify possible dates that would work for Bob and you during these periods, I'll do my best to schedule the visit based upon the following terms.

Todate, I've invested both my personal time and energies into this effort, however, I am no longer able to continue to do so. I will now have to avail myself of your offer for reimbursement.

I have requested the legal services of an attorney and our combined current hourly billing rate is \$450.00. Additionally, you may anticipate expenses for out-of-pocket costs such as fees, travel expenses, photocopies and other miscellaneous costs.

At the end of each month I will provide you with an invoice for services and expenses incurred. In the instance the project is completed during the month, I'll issue you an invoice at that time. A payment term of thirty days from the date of invoice will be required.

I understand that you will need to review this. Please feel free to contact me if you have any questions. I will initiate scheduling upon receiving written acknowledgement of your review and concurrence.

Best Regards,

Tim Axe

From: <H.Bruss@us.o-i.com>  
To: PRIMARY.MAIN(rccollins)  
Date: 5/25/04 2:00PM  
Subject: Fw: Documents Review

fyi

H. G. Bruss  
419-247-8547  
h.bruss@us.o-i.com

----- Forwarded by Howard G Bruss/User/O-I on 05/25/2004 02:03 PM -----

timothy axe  
<tpaxe@usa.net>

To  
05/18/2004 06:07 PM <howard.bruss@us.o-i.com>  
cc

Subject  
Documents Review

Howard,

Per your request during your recent telephone call, I may be able to schedule a visit to the O-I Perrysburg campus the latter part of the week of May 18th or possibly some time during the latter portion of the week of May 25th.

If you could identify possible dates that would work for Bob and you during these periods, I'll do my best to schedule the visit based upon the following terms.

Todate, I've invested both my personal time and energies into this effort, however, I am no longer able to continue to do so. I will now have to avail myself of your offer for reimbursement.

I have requested the legal services of an attorney and our combined current hourly billing rate is \$450.00. Additionally, you may anticipate expenses for

out-of-pocket costs such as fees, travel expenses, photocopies and other miscellaneous costs.

At the end of each month I will provide you with an invoice for services and expenses incurred. In the instance the project is completed during the month, I'll issue you an invoice at that time. A payment term of thirty days from the date of invoice will be required.

I understand that you will need to review this. Please feel free to contact me if you have any questions. I will initiate scheduling upon receiving written acknowledgement of your review and concurrence.

Best Regards,

Tim Axe



**From:** <Joyce.Murphy@us.o-i.com>  
**To:** PRIMARY.GWIA("tpaxe@usa.net")  
**Date:** 5/18/04 2:28PM  
**Subject:** Docket 18125 USA -- Urban Cowboy [Message from H. G. Bruss]

Message from H. G. Bruss....

Tim -- as we discussed, you were going to come back to me with a date for our meeting to complete the paperwork for the Urban Cowboy submission to the PTO.

Please call me with dates when you can meet.

H. G. Bruss  
Legal Counsel  
Owens-Illinois, Inc.  
Phone: (419) 247-8547

**From:** <H.Bruss@us.o-i.com>  
**To:** PRIMARY.MAIN(rccollins)  
**Date:** 4/28/04 8:57AM  
**Subject:** Fw: Documents Review

BOB PLS REVIEW AND LET'S DISCUSS.

H. G. Bruss  
419-247-8547  
h.bruss@us.o-i.com

----- Forwarded by Howard G Bruss/User/O-I on 04/28/2004 07:59 AM -----

timothy axe  
<tpaxe@usa.net>

To  
04/27/2004 07:54 PM <howard.bruss@us.o-i.com>  
cc

Subject  
Documents Review

Howard,

Thank you for your offer to reimburse me for my time and expenses. I'm not quite sure how to estimate what the cost might be.

There is also the possibility that none would be necessary, providing we can agree on the following clarifications, inclusions, deletions, etc.

There was abit of confusion as to which documents you've requested I review. I've noted the two below by title and would appreciate it if you could let me know if there are any additional ones.

I trust you will be in contact if you have any questions.

Best Regards,

Tim

DECLARATION Regarding: Jeremy M. White Application, Ser. No. 10/374,745, SQUEEZABLE BEVERAGE BOTTLE, Filed February 25, 2003

Paragraph 5. I recall Todd Budden stating one of the reasons for the request to reduce to seven columns as being the original design was too squeezable. Is there any existing documentation of this?

DECLARATION Regarding: Timothy P. Axe, et al. Application, Ser. No. 10/664,372, Confirmation No. 4566, SQUEEZABLE CONTAINER AND METHOD OF MANUFACTURE, Attorney Docket 18125 USA, Group Art Unit 3727, Filing Date September 17, 2003

Paragraph 6. Regarding Mr. Zhang's statement that he gave Mr. Axe the following directions: (1) the base and dome geometries were to be the same as in the Edge (sic) container per Mr. Dinkel's e-mail, (2) the container body should be concave, and he showed Mr. Axe the profile of a Reebok (sic) container (since discarded) that was similar to the Energy Water container of Exhibit 7, (3) the container sidewall should have hoop rings to promote spring-back after squeezing, and (4) the hoop rings should be concave rather than convex to prevent buckling. I requested permission to proceed from Mr. Zhang, however, no specific directions regarding the items outlined in Mr. Dinkel's e-mail or on design elements pertaining to the request were given by him.

I proceeded by reviewing the directions outlined in the e-mail and meeting with Mr. Dinkel to confirm the key points of the client's request. No one but Mr. Dinkel and myself were present during the meeting in his office.

The specific design elements and their potential blended functionality were jointly conceived during a design discussion with my father over the course of a weekend visit to my parent's home. Mr. Zhang was not present. This was disclosed in detail to Mr. Raj Parik, of your office, and most recently noted by Mr. Zhang during our meeting attended by the director of engineering, Jeff DiPisquale, yourself and those affiliated with the subject exercise.

Paragraph 7. Regarding: Mr. Axe states that he did not question or object, to anyone associated with preparation of filing of the application, to

inclusion of Mr. Zhang as a joint inventor. IÇ¥

You have in your possession a signed and dated declaration from me describing specifically the raising of my subject objection directly to my supervisor, Mr. Zhang, as well as, a response to the affirmative when you asked, after reflecting on the declaration I had just handed you, if I had been coerced by Mr. Zhang to include his name as an inventor on the Confidential Disclosure Record of Invention (CDR). This is pertinent.

Paragraph 8. See response under Paragraph 7.

Paragraph 9. I informed you during a discussion shortly before my layoff of the existence of an original set of sketches from the design session (with my father as noted above) but not being sure of its whereabouts. I recently came across it. You would be welcome to include a copy of this in your Exhibits.



Joyce M Murphy/User/O-I  
04/19/2004 08:12 PM

To timothy axe <tpaxe@usa.net>

cc

bcc

Subject Re: [Docket 18125 USA [Message 2 of 4]]

Okay, Tim, here comes another one, hopefully. -- Joyce



Declaration 2.PDF

timothy axe <tpaxe@usa.net>



timothy axe  
<tpaxe@usa.net>  
04/15/2004 05:36 PM

To <Joyce.Murphy@us.o-i.com>

cc

Subject Re: [Docket 18125 USA [Message 2 of 4]]

Joyce,

I am unable to access the .wpd file. Could you scan and resend as a .pdf file?

Thanks,

Tim

Joyce.Murphy@us.o-i.com wrote:

Tim....Attached is a copy of the second of the three declarations we talked about yesterday. This particular one is intended to be filed with respect to the Quaker utility application. It appears to me that the language and exhibits of the first declaration and this one are the same except for the headings. The exhibits will be sent in a separate e-mail. Please review and let me have your comments.....thanks. -- Joyce

This message contains privileged and confidential information of Owens-Illinois. If you are not the intended recipient, please notify us immediately and delete it.

> -----  
> Attachment: 18125d~2.wpd  
> MIME Type: application/octet-stream  
> -----



Joyce M Murphy/User/O-I  
04/19/2004 08:13 PM

To timothy axe <tpaxe@usa.net>  
cc  
bcc  
Subject Re: [Docket 18125 USA [Message 3 of 4]]

Tim, here's the last declaration. -- Joyce



Declaration 3.PDF

timothy axe <tpaxe@usa.net>



timothy axe  
<tpaxe@usa.net>  
04/15/2004 05:39 PM

To <Joyce.Murphy@us.o-i.com>  
cc  
Subject Re: [Docket 18125 USA [Message 3 of 4]]

Joyce,

In your subject line you mention four messages. Just so you know, I've only received three e-mail messages from you to date.

Regards,

Tim

Joyce.Murphy@us.o-i.com wrote:

Tim....Attached is a copy of the third of the three declarations we talked about yesterday. This particular one is intended to be filed with respect to the O-I utility application. It appears to me that the language of paragraphs 1-5 and exhibits 1-5 of the first and second declarations and this one are the same. Exhibits 1-8 will be sent in a separate e-mail. Please review and let me have your comments.....thanks. -- Joyce

This message contains privileged and confidential information of Owens-Illinois. If you are not the intended recipient, please notify us immediately and delete it.

> -----  
> Attachment: 18125d~3.wpd  
> MIME Type: application/octet-stream  
> -----

Joyce M Murphy/User/O-I

04/13/2004 02:59 PM

To tpaxe@usa.net

cc

bcc

Subject Docket 18125 USA [Message 1 of 4]

Tim....Attached is a copy of the first of the three declarations we talked about yesterday. This particular one is intended to be filed with respect to the Quaker design application. The exhibits will be sent in a separate e-mail. Please review and let me have your comments.....thanks. -- Joyce



18125d~1.wpd

*This message contains privileged and confidential information of Owens-Illinois. If you are not the intended recipient, please notify us immediately and delete it.*

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of: Jeremy M. White  
Serial No.: 29/176,695  
Filed: February 25, 2003  
Title: SQUEEZABLE BEVERAGE BOTTLE

---

**DECLARATION**

Timothy P. Axe, a citizen of the United States residing in Pemberville, Ohio; Q. Peter Zhang, a citizen of the United States residing in Perrysburg, Ohio; and Charles P. Simpson, a citizen of the United States residing in Adrian, Michigan; hereby declare and state as follows:

1. At all times pertinent to the facts set forth in this Declaration, we were each employed by Continental PET Technologies, Inc. (CPT), a unit of Owens-Illinois, Inc. (OI). Mr. Axe is no longer employed by CPT or OI.

2. In August, 2002, Jeremy M. White, an employee of Quaker Oats (owned by Pepsico), requested that employees of CPT design a container that was more squeezable than a container then known as the Edge container. The Edge container was similar to that shown in D434,664 (Exhibit 1).

3. In response to this request, on September 6, 2002, Mr. Axe e-mailed to Mr. White three container design Concepts. A copy of this e-mail is attached as Exhibit 2, and includes copies of the three design Concepts, all of which were marked OI CONFIDENTIAL. Mr. White then authorized construction of unit tools for the designs of Concepts Two and Three shown in Exhibit 2. One hundred sample containers of each design were delivered to Quaker Oats on or about October 25, 2002. A photograph of the container of Concept Three is enclosed as Exhibit 3.

4. On October 31, 2002, Mr. White reported that the design of Concept Three had been subjected to consumer testing and had "tested well with consumers this week." A copy of this e-mail is attached as Exhibit 4.



5. Mr. White asked whether the sidewall design of the Concept Three container could be modified to include seven grip panel areas, rather than the eight grip panel areas in the Concept Three design drawing (Exhibit 2) and the Concept Three samples (Exhibit 3). Unit tools for molding containers in production quantities of the seven-panel designs were authorized by Mr. White on December 16, 2002, based on renderings submitted to Mr. White on December 16, 2002. Article drawings of the two seven-panel designs were then submitted to Quaker as OI Drawings C-C1-28657-1-4 and C-C1-28657-1-5, both dated December 17, 2002, and enclosed as Exhibit 5. Both drawings were marked CONFIDENTIAL, and both drawings were e-mailed to Mr. White on December 17, 2002. Upon receipt of the drawings on December 17, 2002, Mr. White confirmed authorization for the unit tools for the two seven-panel designs.

6. Each of us further states that all statements made herein of his own knowledge are true, and that all statements made on information and belief are believed to be true; and further that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title XVIII of the United States Code.

Date: \_\_\_\_\_

\_\_\_\_\_  
Timothy P. Axe

Date: \_\_\_\_\_

\_\_\_\_\_  
Q. Peter Zhang

Date: \_\_\_\_\_

\_\_\_\_\_  
Charles P. Simpson

Enclosures: Exhibit 1 - D434,664  
Exhibit 2 - 9/6/02 e-mail w/encl.  
Exhibit 3 - Photo of Concept Three container  
Exhibit 4 - 10/31/02 e-mail  
Exhibit 5 - OI drawings



Joyce M Murphy/User/O-I

04/13/2004 03:03 PM

To tpaxe@usa.net

cc

bcc

Subject Docket 18125 USA [Message 2 of 4]

Tim....Attached is a copy of the second of the three declarations we talked about yesterday. This particular one is intended to be filed with respect to the Quaker utility application. It appears to me that the language and exhibits of the first declaration and this one are the same except for the headings. The exhibits will be sent in a separate e-mail. Please review and let me have your comments.....thanks. --  
Joyce



18125d-2.wpd

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of: Jeremy M. White  
Serial No.: 10/374,745  
Filed: February 25, 2003  
Title: SQUEEZABLE BEVERAGE BOTTLE

---

**DECLARATION**

Timothy P. Axe, a citizen of the United States residing in Pemberville, Ohio; Q. Peter Zhang, a citizen of the United States residing in Perrysburg, Ohio; and Charles P. Simpson, a citizen of the United States residing in Adrian, Michigan; hereby declare and state as follows:

1. At all times pertinent to the facts set forth in this Declaration, we were each employed by Continental PET Technologies, Inc. (CPT), a unit of Owens-Illinois, Inc. Mr. Axe is no longer employed by CPT or OI.

2. In August, 2002, Jeremy M. White, an employee of Quaker Oats (owned by Pepsico), requested that employees of CPT design a container that was more squeezable than a container then known as the Edge container. The Edge container was similar to that shown in D434,664 (Exhibit 1).

3. In response to this request, on September 6, 2002, Mr. Axe e-mailed to Mr. White three container design Concepts. A copy of this e-mail is attached as Exhibit 2, and includes copies of the three design Concepts, all of which were marked OI CONFIDENTIAL. Mr. White then authorized construction of unit tools for the designs of Concepts Two and Three shown in Exhibit 2. One hundred sample containers of each design were delivered to Quaker Oats on or about October 25, 2002. A photograph of the container of Concept Three is enclosed as Exhibit 3.

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6. Each of us further states that all statements made herein of his own knowledge are true, and that all statements made on information and belief are believed to be true; and further that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title XVIII of the United States Code.

Date: _____	_____
	Timothy P. Axe
Date: _____	_____
	Q. Peter Zhang
Date: _____	_____
	Charles P. Simpson

Enclosures:

Exhibit 1 - D434,664  
Exhibit 2 - 9/6/02 e-mail w/encl.  
Exhibit 3 - Photo of Concept Three container  
Exhibit 4 - 10/31/02 e-mail  
Exhibit 5 - OI drawings



Joyce M Murphy/User/O-I  
04/13/2004 03:30 PM

To tpaxe@usa.net

cc

bcc

Subject Docket 18125 USA [Message 4 of 4]

Tim.....this should be the last of the e-mails.....exhibits 1-8. Hope they are legible....some of them are in color but I scanned them in black and white.....it takes forever for anything in color to make it over from the scanner. If you are unable to view any of them, just let me know and I'll resend them in color. –  
Joyce



Exhibits 1-8.PDF

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US00D434664S

**United States Patent** [19]

Bretz et al.

[11] Patent Number: Des. 434,664

[45] Date of Patent: \*\* \*Dec. 5, 2000

## [54] BOTTLE

[75] Inventors: John M. Bretz, Crystal Lake; Susan L. Colten, Wilmette; Rachel Orland, Chicago; Jeffrey L. Pattee; Susan Vanderwiel, both of Palatine, all of Ill.; David Piccioli, Auburn, N.H.; Bradley L. Allen, St. Charles; Bryce Rutter, St. Louis, both of Mo.; William Scott Portzline, Portland, Oreg.

[73] Assignee: Stokely-Van Camp, Inc., Chicago, Ill.

[\*] Notice: This patent is subject to a terminal disclaimer.

[\*\*] Term: 14 Years

[21] Appl. No.: 29/064,100

[22] Filed: Dec. 6, 1996

(Under 37 CFR 1.47)

[51] LOC (7) Cl. .... 09-01

[52] U.S. Cl. .... D9/520; D9/538; D9/554; D9/557

[58] Field of Search .... D9/500, 502, 503, D9/504, 505, 545, 537-541, 520, 554, 556, 557, 555; 215/382, 383, 384, 370-375

## [56] References Cited

## U.S. PATENT DOCUMENTS

D. 64,152	3/1924	Sweeney .	
D. 116,861	9/1939	Mas .....	D9/500
D. 159,616	8/1950	Hoffman .	
D. 166,542	4/1952	Kunett .....	D9/540
D. 183,040	6/1958	Du Pree .....	D9/557
D. 208,504	9/1967	Trombley .....	D58/8
D. 214,158	5/1969	Pettengill .....	D9/100
D. 217,230	4/1970	Kissig .....	D9/119
D. 218,019	7/1970	Lattraye et al. ....	D9/73
D. 235,736	7/1975	Strand et al. ....	D9/111
D. 241,715	10/1976	Plummer .....	D9/1
D. 269,500	6/1983	Bit .....	D9/350
D. 270,520	9/1983	Strand .....	D9/349

(List continued on next page.)

## FOREIGN PATENT DOCUMENTS

64-9146	1/1989	Japan .	
5553	2/1993	Philippines .....	89/502

## OTHER PUBLICATIONS

Jun. 29, 1996, picture of bottle (Exhibit A).  
Photograph of "Isotar" bottle, actual date of reference unknown.

Photograph of "Dannon" water bottle, actual date of reference unknown.

Photograph of Evian water bottle, actual date of reference unknown.

Primary Examiner—Lucy Lieberman

Attorney, Agent, or Firm—Lars S. Johnson

## [57] CLAIM

The ornamental design for a bottle, as shown and described.

## DESCRIPTION

FIG. 1 is a perspective view of a bottle showing our new design;

FIG. 2 is a front elevation view of the bottle depicted in FIG. 1, the appearance of the bottle repeats five times about the vertical central axis except for the conventional continuous screw threading on the bottle neck;

FIG. 3 is a side view of the bottle depicted in FIG. 2 representing a partial rotation of the bottle about its vertical center axis from the front view depicted in FIG. 2;

FIG. 4 is a top view the bottle depicted in FIG. 2;

FIG. 5 is a bottom view of the bottle depicted FIG. 2;

FIG. 6 is a perspective view of a second embodiment of the bottle;

FIG. 7 is a front elevation view of the bottle depicted in FIG. 6, the appearance of the bottle repeats five times about the vertical central axis except for the conventional continuous screw threading on the bottle neck;

FIG. 8 is a side view of the bottle depicted in FIG. 7, representing a partial rotation of the bottle about its vertical center axis from the side view depicted in FIG. 7; and,

FIG. 9 is a top view of the bottle depicted in FIG. 7.

The bottom of the second embodiment has the same appearance as the bottom of the first embodiment.

1 Claim, 6 Drawing Sheets



Exhibit 1

## U.S. PATENT DOCUMENTS

D. 283,794	5/1986	Richter	D9/396	D. 379,760	6/1997	Zogg	D9/502
D. 292,269	10/1987	Jacobs et al.	D9/349	D. 379,762	6/1997	Zogg	D9/502
D. 292,374	10/1987	Jacobs et al.	D9/349	D. 382,806	8/1997	Wilson et al.	D9/502
D. 292,375	10/1987	Jacobs et al.	D9/349	D. 396,413	7/1998	Duboff	D9/539
D. 300,511	4/1989	Cramer	D9/396	D. 396,640	8/1998	Conrad et al.	D9/502
D. 306,262	2/1990	Bi	D9/396	D. 397,297	8/1998	Yang	D9/523
D. 315,869	4/1991	Collette	D9/392	D. 397,941	9/1998	Laub	D9/502
D. 320,154	9/1991	Alberghini et al.	D9/370	D. 398,538	9/1998	Fuquen et al.	D9/542
D. 334,342	3/1993	Thompson	D9/502	D. 401,860	12/1998	Granelli	D9/538
D. 335,084	4/1993	Snyder	D9/502	D. 407,649	4/1999	McCallister et al.	D9/520
D. 344,457	2/1994	Prevot et al.	D9/537	3,331,521	7/1967	Paige	215/1
D. 345,693	4/1994	Edstrom	D9/332	4,850,494	7/1989	Howard, Jr.	215/1 C
D. 348,606	7/1994	Edstrom	D9/332	5,024,341	6/1991	Dekerle	215/11.1
D. 352,245	11/1994	Krishnakumar et al.	D9/538	5,141,120	8/1992	Brown et al.	215/1 C
D. 370,178	5/1996	Petre, et al.	D9/520	5,337,909	8/1994	Vaillencourt	215/1 C
D. 372,091	7/1996	McCallister et al.	D24/121	5,341,946	8/1994	Vaillencourt et al.	215/1 C
D. 374,147	10/1996	Lillelund et al.	D9/300.1	5,385,250	1/1995	Pasquale	215/1 C
D. 379,150	5/1997	Richardson	D9/500	5,632,397	5/1997	Fandoux et al.	215/382
D. 379,151	5/1997	Stevens	D9/503	5,635,229	6/1997	Ray	426/112
D. 379,224	5/1997	McCallister et al.	D24/121	5,746,339	5/1998	Petre et al.	215/383
D. 379,306	5/1997	Peykoff	D9/502	5,759,653	6/1998	Collette et al.	428/35.9

FIG. 1

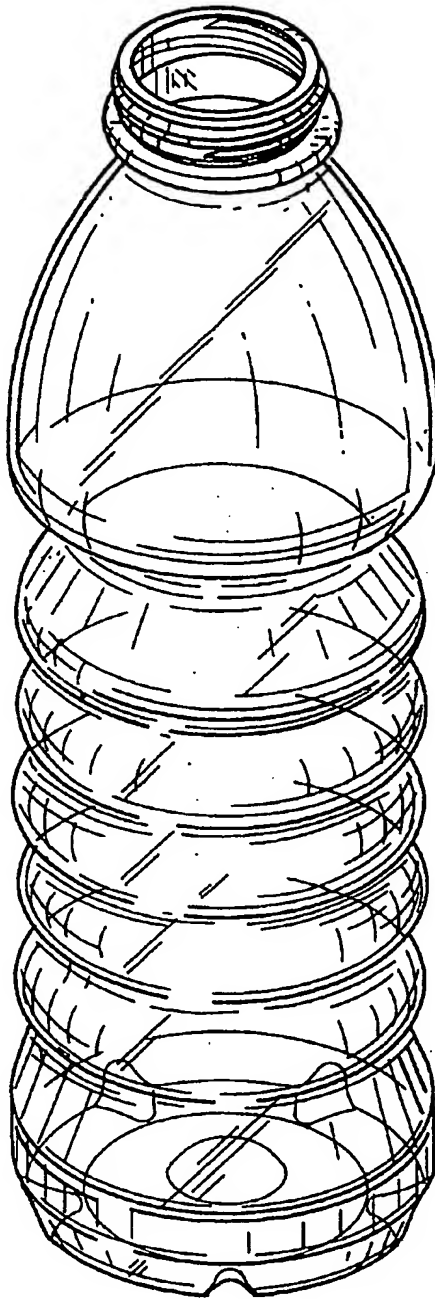




FIG. 2

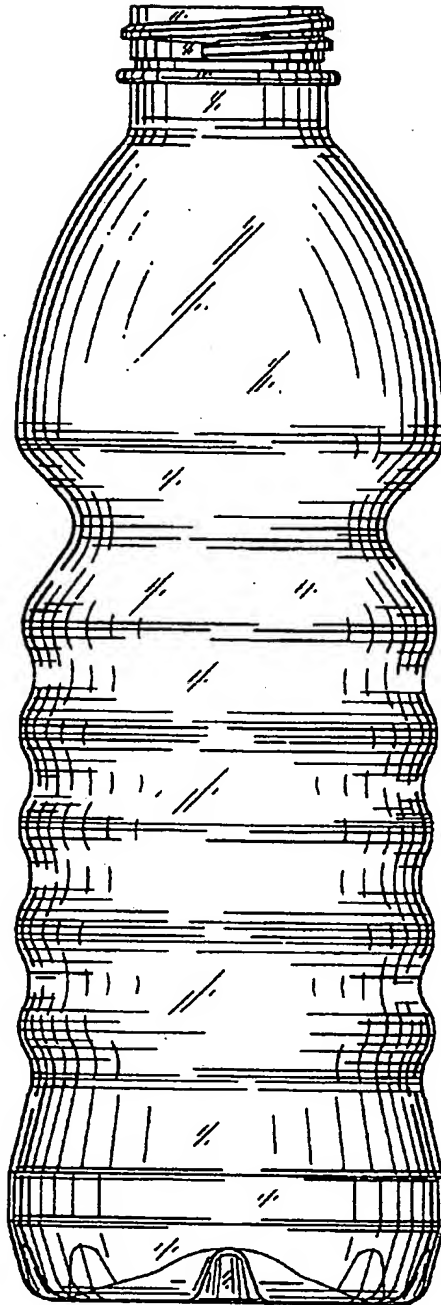


FIG. 3

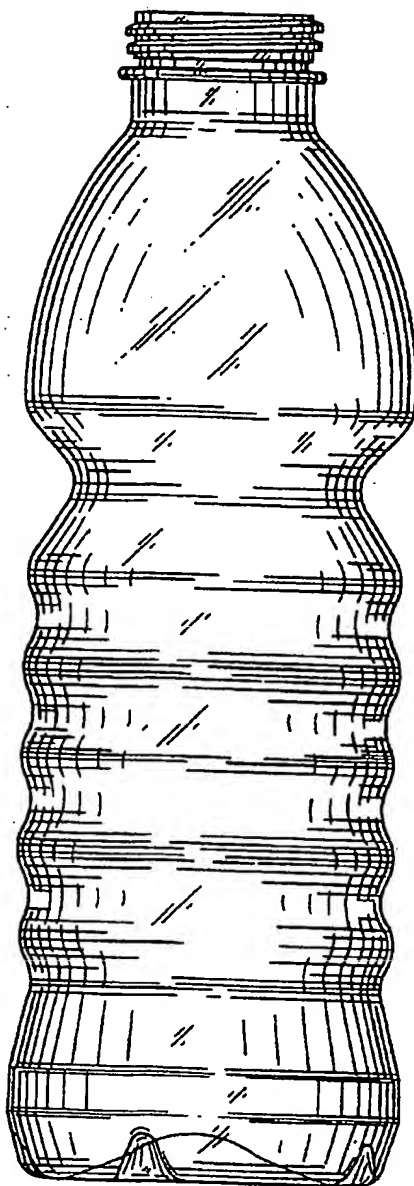


FIG. 4

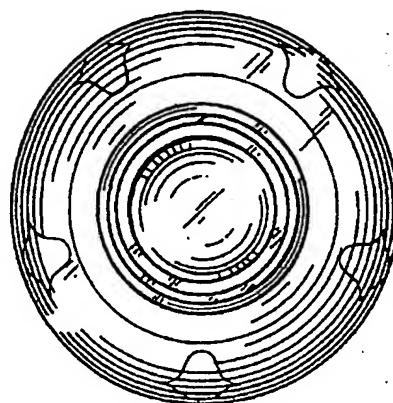


FIG. 5

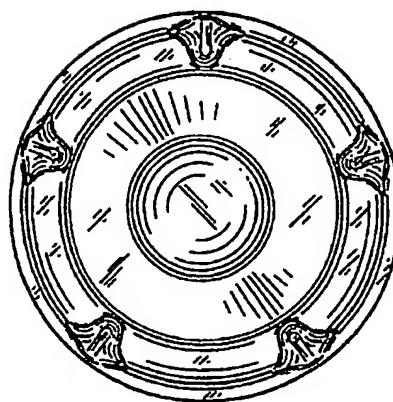


FIG. 6

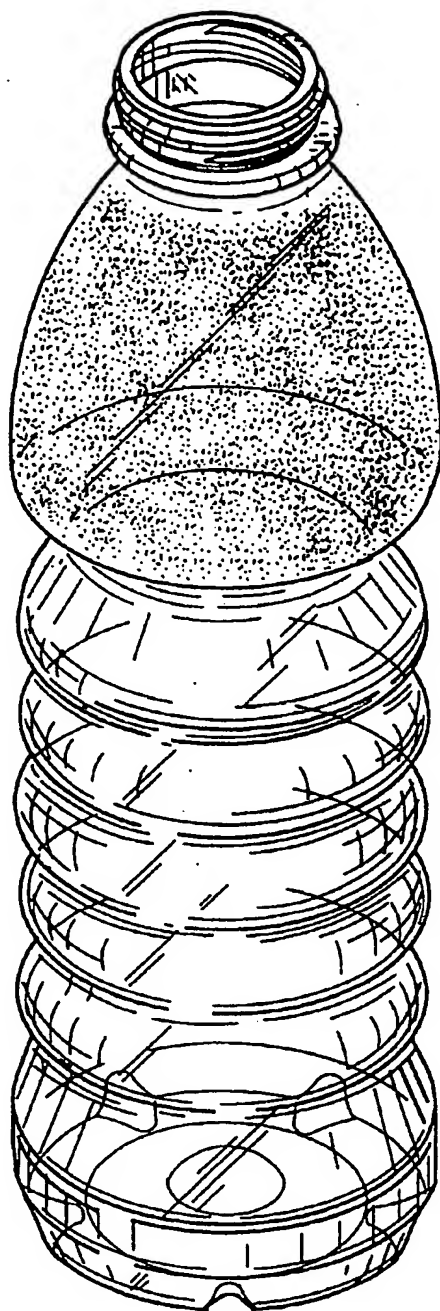


FIG. 7

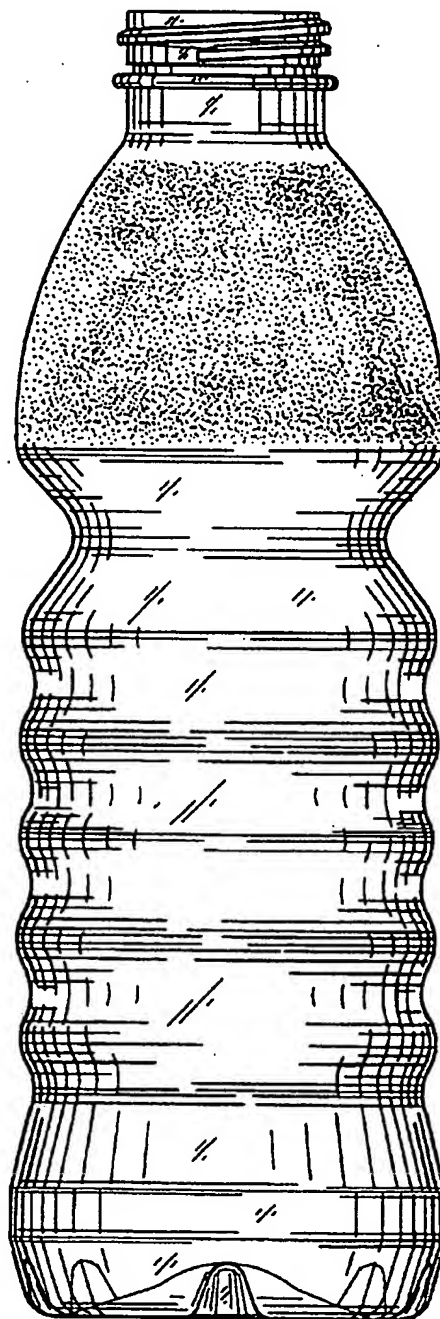


FIG. 8

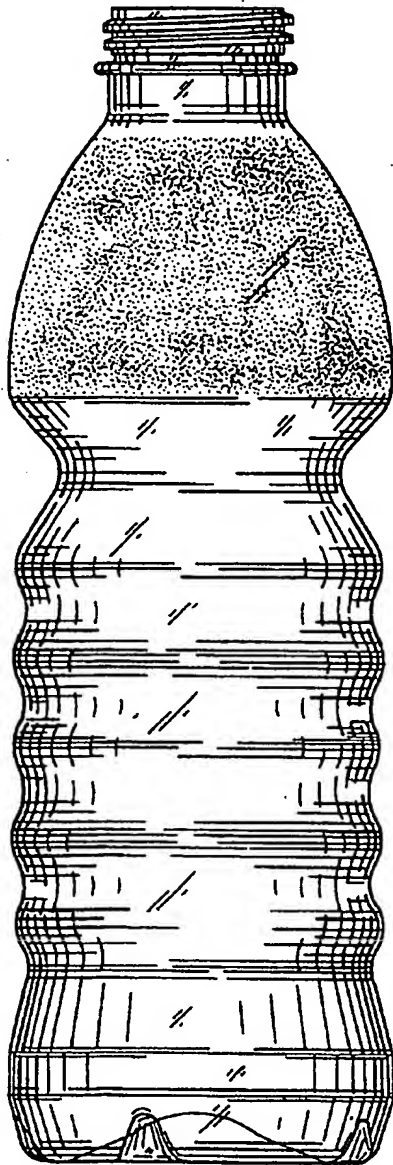
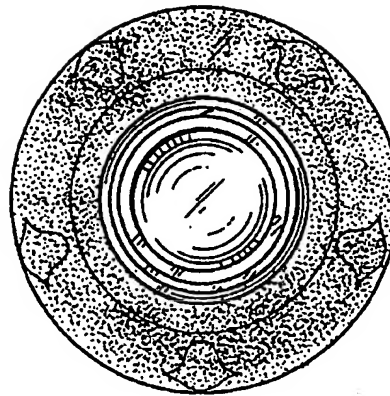


FIG. 9



---

**From:** Timothy.Axe@OITAO  
**To:** jeremy\_white@quakeroats.com  
**Cc:** Charles.Simpson, John.Dinkel, Peter.Zhang  
**Sent:** Friday, 6 September 2002 5:00pm ET  
**Subject:** Gatorade EDGE Squeezable Designs

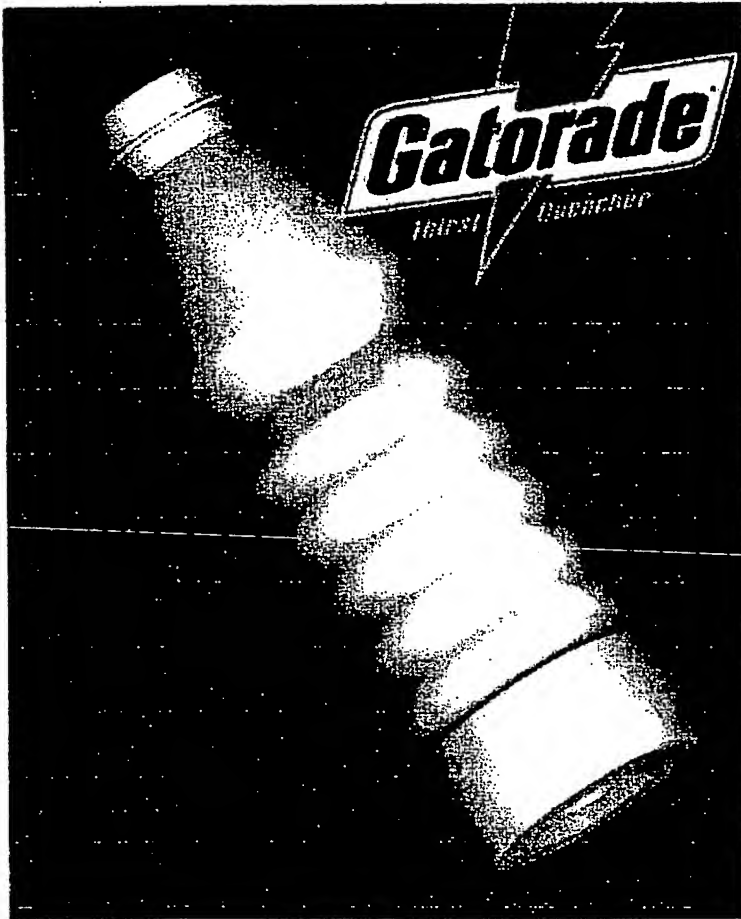
Jeremy:

I'm attaching the three subject concepts for redesigning below the "waistline" of the bottle. The future designs will follow the first of the week.

Tim

Timothy P. Axe  
Creative Services Manager - NPD  
1890 North Wilkinson Way - 25 LDP  
Perrysburg, OH 43551  
419-247-7677

Exhibit 2



CONCEPT ONE

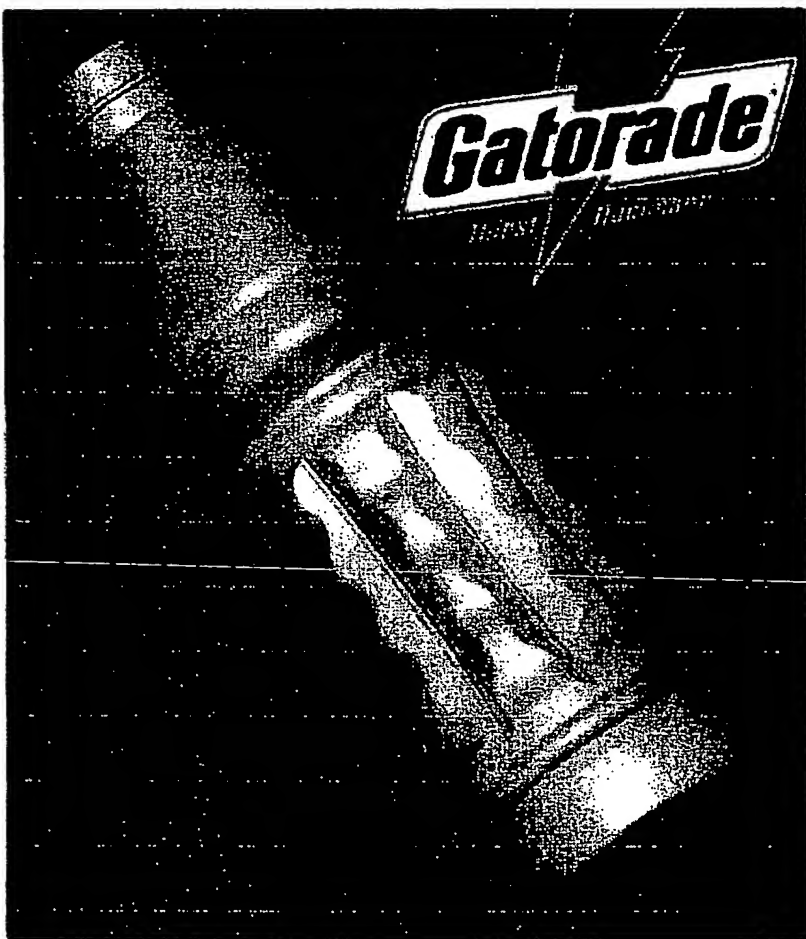
THE  
EDGE

oi

# THE EDGE

CONCEPT TWO

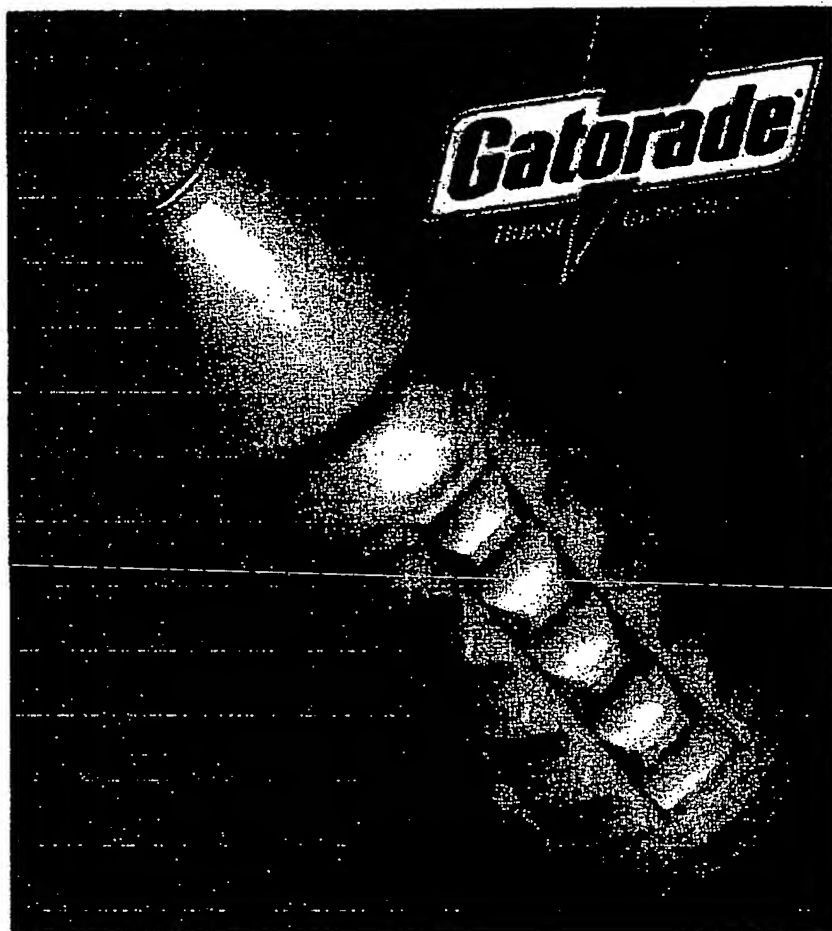
CI





# THE EDGE

CONCEPT THREE



From: Jeremy.Quaker.White[Jeremy\_White]@quakeroats.com  
To: John.Dinkel, John.O'Malley, todd.budden, Timothy.Axe  
Cc: Katie.Quaker.Kushner[Katie\_Kushner]@quakeroats.com,  
John.Quaker.Bretz[John\_Bretz]@quakeroats.com,  
Chris.Quaker.Rowe[Chris\_Rowe]@quakeroats.com,  
Dave.Quaker.Gaichas[Dave\_Gaichas]@quakeroats.com,  
Tim.Quaker.Ramsey[Tim\_Ramsey]@quakeroats.com,  
Steve.Quaker.Kline[Steve\_Kline]@quakeroats.com,  
Monica.Quaker.Young[Monica\_Young]@quakeroats.com,  
Joanna.Quaker.Ford[Joanna\_Ford]@quakeroats.com  
Sent: Thursday, 31 October 2002 12:09pm ET  
Subject: Urban Cowboy Update / Request fo

Thanks to the O-I team for all the efforts in rapidly providing us samples of the two bottle designs for Project Urban Cowboy to support our consumer testing this week. One the designs, the one labeled "Concept 3" in Tim Axe's initial design deck (which our team has been calling the "grenade bottle"), tested well with consumers this week. Both the grip feature and the squeezability of the design were generally considered significant improvements over the current bottle. Following these positive results, we would like to take a more in depth look at the feasibility of this particular design. A picture is attached below.

<<slide3.jpg>>

The Urban Cowboy project team will be putting together recommendations for the future of the Urban Cowboy project for presentation on November 21st. I would ask that O-I provide the following additional information by November 15th to help us better understand the feasibility of this design prior to that recommendation.

- \* Assessment of Design Compatibility w/Current Preform. The early read was that this design is workable with our current 27g EDGE preform. After running the unit-tool samples, do we have any additional certainty on this topic?

- \* Potential manufacturing issues. If there are any other technical concerns regarding manufacture of this design, we would also like to understand those in as much detail as possible at this stage.

- \* Tooling cost estimate. John O'Malley provided some earlier generic numbers around new blow mold tooling. Now that the design is more set, I would like to revisit that estimate. Since the design is so similar in many respects to current, will it be possible to lower tooling cost by only replacing the panel area?

- \* Design Performance. In the next two weeks, I will be conducting some testing on the small quantity of bottles I have left to get an early read on how well this bottle holds up to the vacuum seen in EDGE as well as top load, dimensions, etc. I would request that O-I in parallel test the design's resistance to resist collapse and stay round under extraction and provide results.

Please let me know if there are issues getting this information or if I need to provide additional clarification.

Thanks,

Jeremy White  
Senior Engineer  
Gatorade New Package Development, Technology Innovation  
847-304-2593

\*\*\*\*\*  
This message is for the designated recipient only and may contain privileged or confidential information. If you have received it in error, please

Exhibit 4

DRAWING NO.	REV.
C-CI-28657-1.4	
REVISIONS	

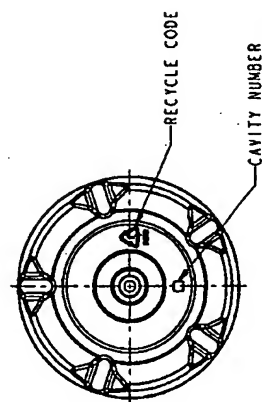
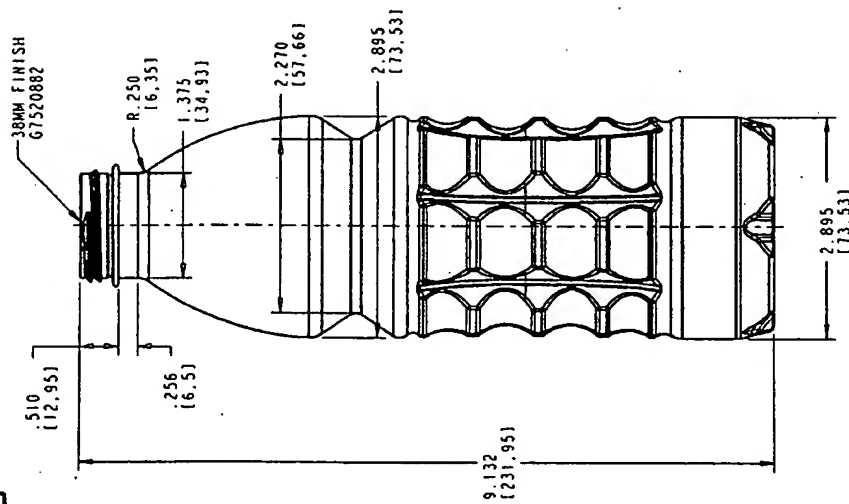


Exhibit 5

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED  
DATE 01-11-2001 BY 60322 UCBAW

**—REFERENCE PRODUCT CENTER FOR CURRENT DRAWING—**

**24 OZ. QUAKER  
URBAN COWBOY**

**DIMENSIONS AND TOLERANCES ARE PER A.P.I. STANDARDS**

**UNIT OF MEASURE**    INCHES    ☒    FEET    ☐

**QUANTITY**    100    ☒    1000    ☐    5000    ☐    10000    ☐

**DATE**    11/15/81    **BY**    J. J. JONES

**QUANTITY**    100    ☒    1000    ☐    5000    ☐    10000    ☐

**ITEM NO.**    21.5    **QTY.**    100

**DESCRIPTION**    PET    **QTY.**    100

**REMARKS**    21.5 FL OZ    **QTY.**    100

**DATE**    11/15/81    **BY**    J. J. JONES

**QUANTITY**    100    ☒    1000    ☐    5000    ☐    10000    ☐

**ITEM NO.**    21.5    **QTY.**    100

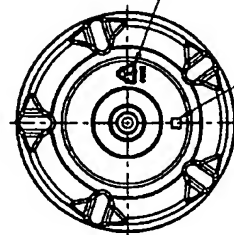
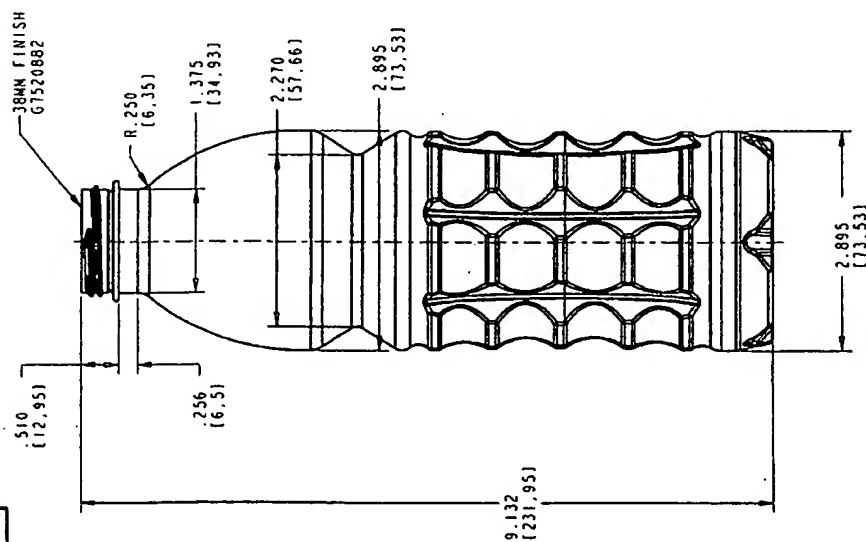
**DESCRIPTION**    PET    **QTY.**    100

**REMARKS**    21.5 FL OZ    **QTY.**    100

**DATE**    11/15/81    **BY**    J. J. JONES

**QUANTITY**    100    ☒    1000    ☐    5000    ☐    10000    ☐

DRAWING NO.	C-CI-28657-1.5
REVISIONS	



RECYCLE CODE

-CAVITY NUMBER

ALL DIMENSIONS ARE REPRESENTATIVE ONLY  
FINAL SIZES TO BE DETERMINED AFTER  
COMPACTION AND MANUFACTURING

**"REFERENCE PRODUCT CENTER FOR CURRENT DRAWING"**

24 OZ. QUAKER  
URBAN COWBOY

DIMENSIONS NOT TO EXCEED ARE FOR U.S.A. SIZES  
 INTERNATIONAL UNITS  
 UNITS OF MEASURE SPECIFIED

WEIGHT  
 & MEASURE  
 & WEIGHT  
 & MEASURE

PRODUCT	TRADES	MATERIAL	PCT	1/4 CC 25.2 fl. oz	CC FL OZ
27.5	4.5				

PART 1 (1)  
 PART 2 (1)  
 PART 3 (1)

PART 4 (1)  
 PART 5 (1)  
 PART 6 (1)

**OI OWENS-ILLINOIS**  
 Plastics Group  
 Food & Beverage Products



Peter.Zhang@OWENS-ILL.C

OM

08/23/02 09:08 AM

To John.Dinkel@OWENS-ILL.COM

cc

bcc

Subject RE:Creative Design - "Urban Cowb

Date: Friday, 23 August 2002 9:06am ET  
To: John.Dinkel  
Cc: Cory.Grolman, David.Piccioli, John.O'Malley, Timothy.Axe,  
Vincent.SarniJr  
From: Peter.Zhang  
Subject: RE:Creative Design - "Urban Cowboy"

John,

I suggest we have a brain storm session facilitated by Tim Axe. Tim did one such session with the Alcohol team folks last week, including the team leader, all PDEs and the Business Manager.

Just let us know when and where, we will be there.

Thanks,

Peter

----- ( Forwarded letter 1 follows ) -----

Date: Thursday, 22 August 2002 9:16pm ET  
To: Peter.Zhang, Timothy.Axe  
Cc: Cory.Grolman, David.Piccioli, John.Dinkel, John.O'Malley,  
Vincent.SarniJr  
From: John.Dinkel  
Subject: Creative Design - "Urban Cowboy"

Peter / Tim: I have been asked by Jeremy White, of Quaker, to develop some creative designs to develop a more squeezable 24 oz. Edge container, as this comes across as a "want" with their consumer testing. Jeremy commented that if some of the grip grooves are removed from the body of the container, the bottle gets much more squeezable, but the trade-off is some vacuum collapse (filled at 100 degrees, and then refrigerated, so some vacuum drawn) or distortion due to moisture loss. He mentioned that this varies depending on the number of grip grooves removed.

While I have zero creativity, it seems that a good solution might be to build in some vacuum-absorbing features into the lower part of the bottle while maintaining the grip features that are popular in the middle of the bottle. The Game Day designs might be something we can look at to generate some ideas.

I am copying Dave Piccioli, as I know he had considerable time with Game Day designs, and thought he may have some thoughts if we needed any history with it.

So I don't box you guys in, please consider that Quaker likes the current image of the Edge bottle, wants to hold all pertinent dimensions for handling / filling, capping, labeling, etc., but they do want to consider ways to improve its squeezability yet deal with typical body distortions.

Can we sit down and discuss? I'd like to get several creative ideas in front of them in the next week or so. This seems like an excellent opportunity to meet a design need that is somewhat defined for us, yet offers some creative

Exhibit 6

options that might improve their current package.

Thanks for your help.

John 8/22

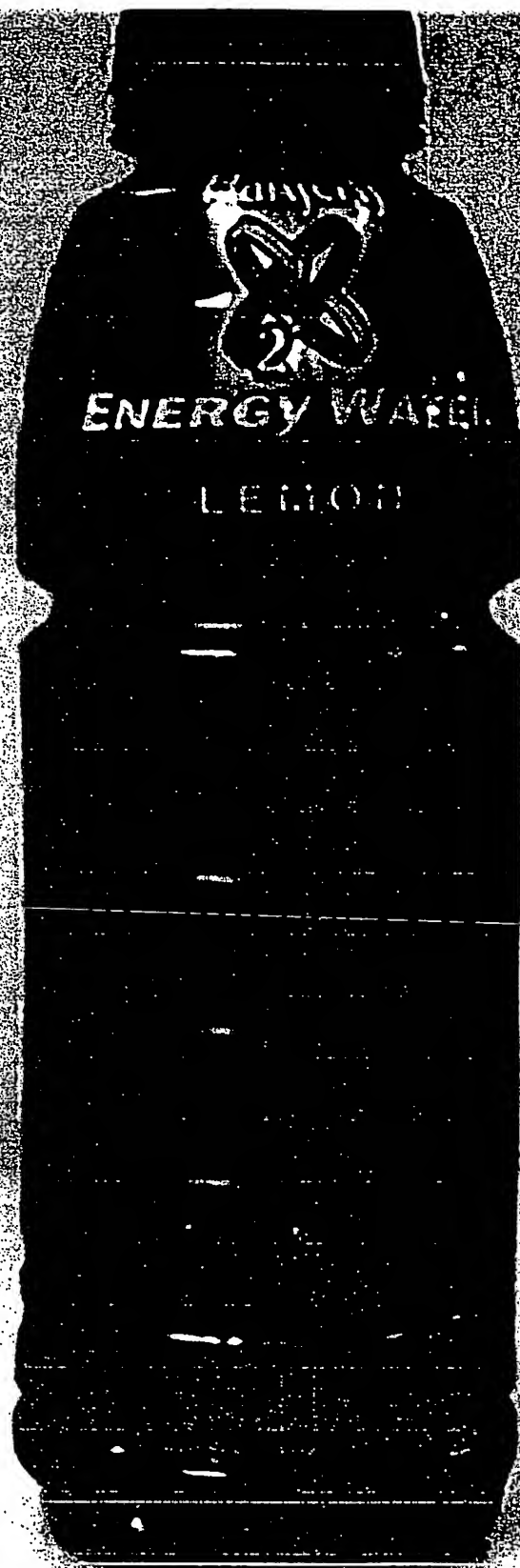
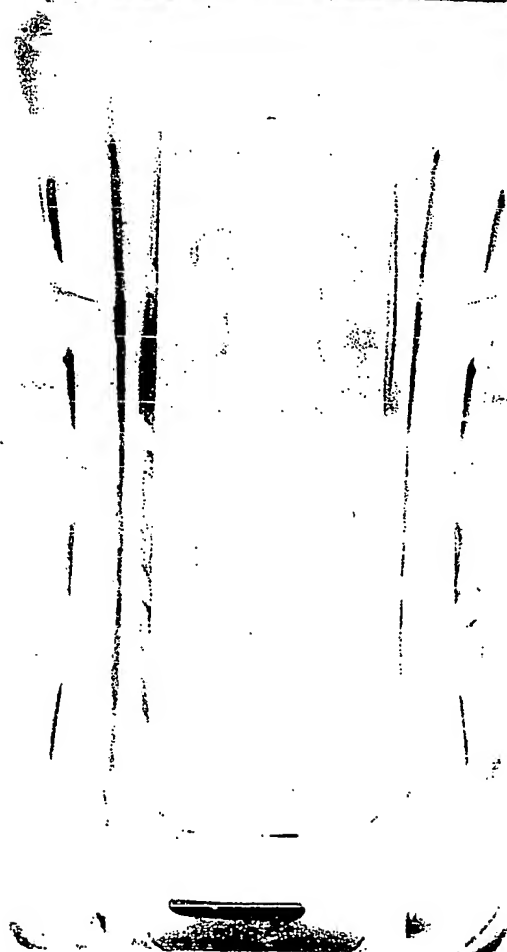


Exhibit 7





Confidential Disclosure Record of Invention  
for Consideration under the Patent  
or Trade Secret Laws



Owens-Illinois, Inc.

OWENS-ILLINOIS

One Seagate

Toledo, Ohio 43666

MAR 6 2003

CPT-133

DIV. NO. 07-8751

INTELLECTUAL  
PROPERTY SECTION

DOCKET NO. **18125**

1 SUBMITTER (FULL NAME) Timothy P. Aze SOC. SEC. NO. 298-62-3400  
ADDRESS (IN FULL) 13391 Roachton Road #7, Perrysburg, OH 43551  
SUBMITTER (FULL NAME) Q. Peter Zhang SOC. SEC. NO. 512-98-0970  
ADDRESS (IN FULL) 290 Blue Jacket Road, Perrysburg, OH 43551  
SUBMITTER (FULL NAME) Charles P. Simpson SOC. SEC. NO. 510-94-7479  
ADDRESS (IN FULL) 4783 Basin, Adrian, MI 49321

2 SUBJECT MATTER OF IDEA (SEE SHEETS 2 AND 3 FOR FULL DESCRIPTION) THIS IS A UTILITY PATENT DISCLOSURE.

3 DATE CONCEIVED (WHEN IDEA WAS FIRST THOUGHT OF) 08-31-2002

4 DATE IDEA WAS FIRST DISCLOSED AND TO WHOM Disclosed to Todd M. Budden, NPD PDE, on 09-03-2002.

5 DATE OF FIRST DRAWING 08-31-2002 WHERE IS IT? O-I LDP, Perrysburg, OH 43551.

6 DATE OF FIRST WRITTEN DESCRIPTION OF IDEA 09-03-2002  
WHERE IS IT? O-I LDP, Perrysburg, OH 43551

7 HAS IDEA BEEN TESTED ON AN EXPERIMENTAL BASIS? Yes.  
STATE WHEN, WHERE AND RESULTS 10-25-2002, PTI Technologies, 1440 Timberwolf Drive, Holland, OH 43528, moldable; and on 11-15-2002, O-I Food & Beverage Testing Lab LDP, Perrysburg, OH 43551, improved top load characteristic.

8 HAS IDEA BEEN DISCLOSED IN ANY MANNER WHATSOEVER TO PERSONS OUTSIDE THE COMPANY? Yes.  
IF SO, PLEASE RECITE CIRCUMSTANCES Jeremy White with Quaker Oats received initial rendering via Email on September 6, 2002. Scott Covey of Ryka Blow Molds received the CAD files on October 8, 2002 to produce blow molds. October 24, 2002, Martin Goldmann of PTI Technologies was given the blow molds for producing blown sample bottles.

9 HAS IDEA BEEN UTILIZED? Yes.  
STATE WHEN, WHERE AND RESULTS 10-25-2002, PTI Technologies, 1440 Timberwolf Drive, Holland, OH 43528. The blown bottle has demonstrated extreme flexibility and improved top loading over prior art.

10 SUBMITTER(S) SIGNATURE (S) [Signature] DATE 3/5/2003  
[Signature] DATE 03-05-2003  
[Signature] DATE 3/5/2003  
SIGNED AT (CITY) \_\_\_\_\_ (STATE) \_\_\_\_\_  
(CITY) \_\_\_\_\_ (STATE) \_\_\_\_\_  
(CITY) \_\_\_\_\_ (STATE) \_\_\_\_\_

WITNESSED AND UNDERSTOOD BY [Signature] DATE 3-5-03  
DATE 3-5-03

Exhibit 8

NOTE: Unless all questions are answered fully and Confidential Disclosure Record signed, witnessed and dated, same must be returned to you for completion.

**From:** "Howard G. Bruss" <HGB@fullerhenry.com>  
**To:** <rccollins@reising.com>  
**Date:** 9/13/04 2:57PM  
**Subject:** FW: Documents Review 18125

---

From: timothy axe [mailto:tpaxe@usa.net]  
Sent: Fri 9/10/2004 6:54 PM  
To: Howard G. Bruss  
Cc: joyce.murphy@us.o-i.com  
Subject: Documents Review 18125

Howard,

For your information, I've received confirmation from Joyce Murphy regarding her receipt of the copy of the sketch you had requested during our subject meeting.

With regard to the content of the draft document we reviewed, there are of course the missing facts, as we discussed, as well as the presentation of misinformation in the text itself that prevents me from being able to sign off on the document as yet.

Not sure how you would like to cover these issues. Please let me know what's best for you.

Regards,

Tim Axe

This electronic mail message contains CONFIDENTIAL information which is (a) ATTORNEY - CLIENT PRIVILEGED COMMUNICATION, WORK PRODUCT, PROPRIETARY IN NATURE, OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE, and (b) intended only for the use of the Addressee(s) named herein.

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Attorney Docket No. 0899-0050

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: )  
Jeremy M. White )  
Serial No: 10/374,745 )  
Filed: February 25, 2003 )  
Art Unit: 3727 )  
Examiner: Weaver, S. )  
For: SQUEEZABLE BEVERAGE )  
BOTTLE )

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on

Signature \_\_\_\_\_

Date \_\_\_\_\_

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

DECLARATION OF JEREMY M. WHITE

1. I am the inventor for the invention set forth in the above-identified application and am employee of the Quaker Oats Company (Quaker), the parent of Stokley-Van Camp, Inc., the assignee of the application.

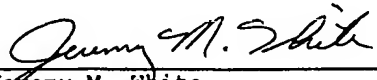
2. The invention relates to a disposable bottle for the Gatorade sports beverage. I made my invention during the course of working with employees of Owens-Illinois, Inc., ("O-I"), a supplier of plastic bottles to Quaker.

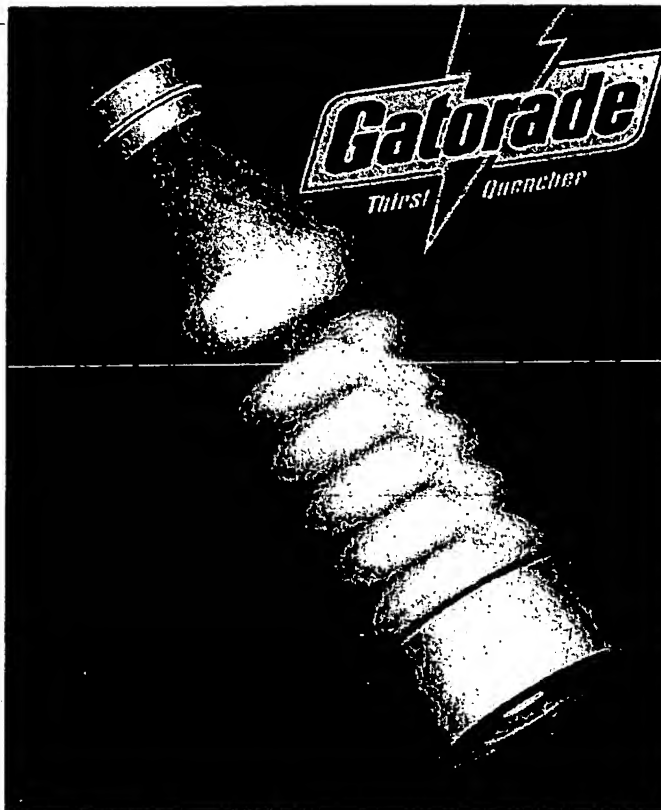
3. Prior to my making my invention, I received, on a confidential basis, three proposed designs from persons at O-I. The three designs were identified by O-I as "The Edge-Concept

One," "The Edge-Concept Two," and "The Edge-Concept Three." CAD-generated perspective drawings of each of Concepts One, Two and Three were received by me on or about September 6, 2002. Copies of the drawings are attached hereto as Exhibits 1-3.

4. Both Concepts Two and Three had eight vertical ribs, defining eight panels. Prototypes of both the Concepts Two and Three bottles were made. Attached hereto as Exhibit 4 is a series of photographs of a Concept Three prototype bottle, with each of the eight panels having a number 1-8 above it, thus showing that the prototype included eight panels.

Respectfully submitted,

 6/24/2004  
Jeremy M. White



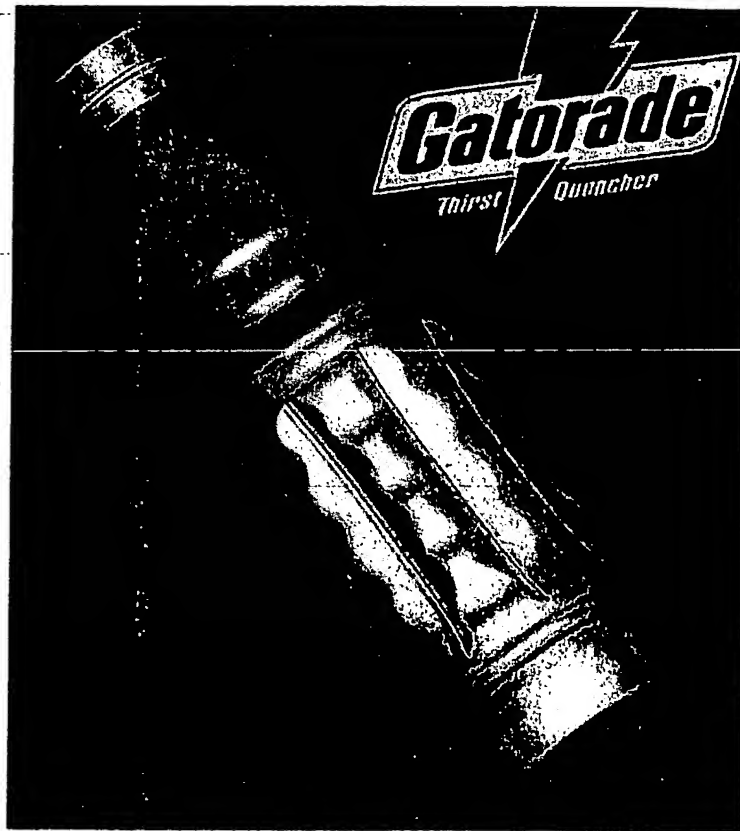
CONCEPT ONE

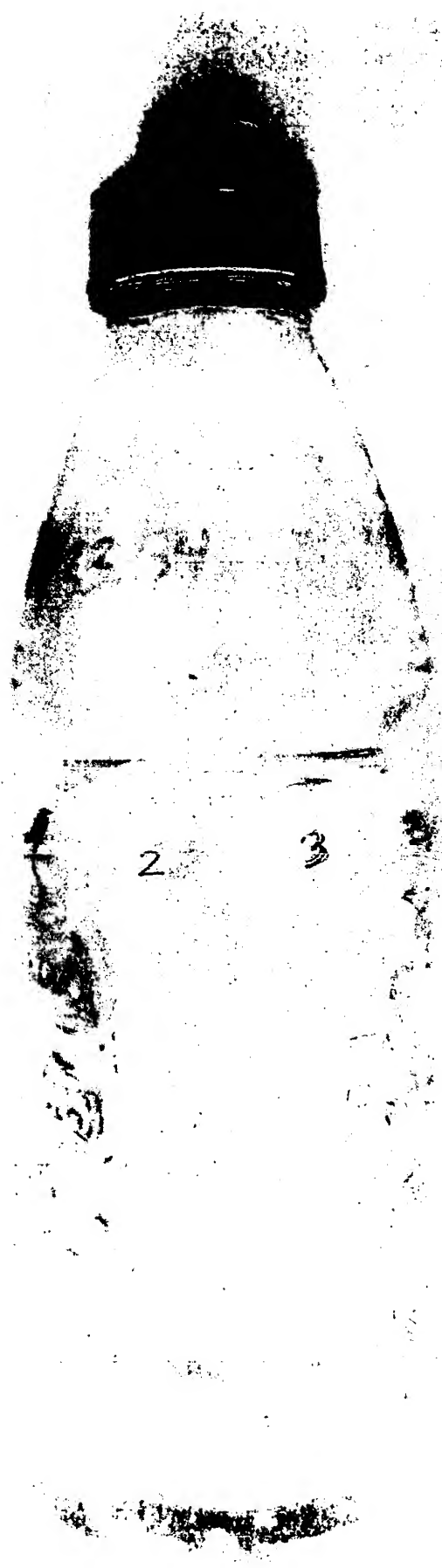
THE  
EDGE

CI CONFIDENTIAL

# THE EDGE

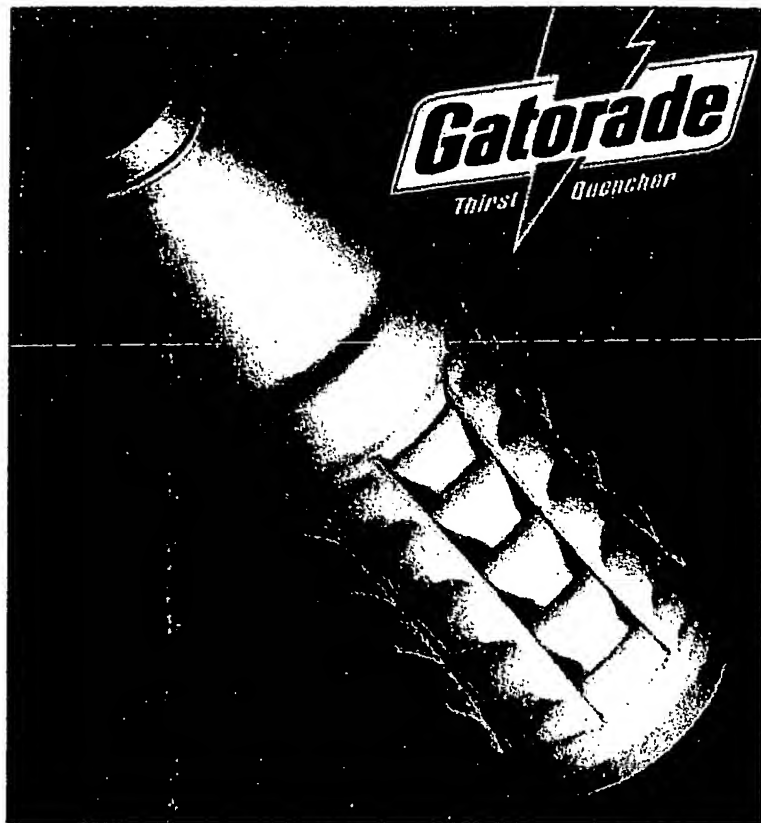
CONCEPT TWO





# THE EDGE

CONCEPT THREE





# Owens-Illinois, Inc.

SEP -9 2004

## INTELLECTUAL PROPERTY SECTION

September 1, 2004

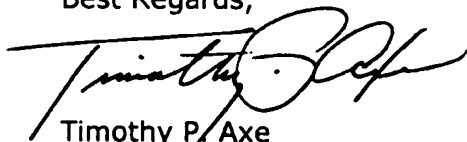
Joyce Murphy  
Owens-Illinois  
1890 N. Wilkinson Way -25 LDP  
Perrysburg, Ohio 43551

Dear Joyce,

During our meeting on August 25<sup>th</sup>, Howard Bruss requested I send you a copy of a sketch I made. Please see enclosed.

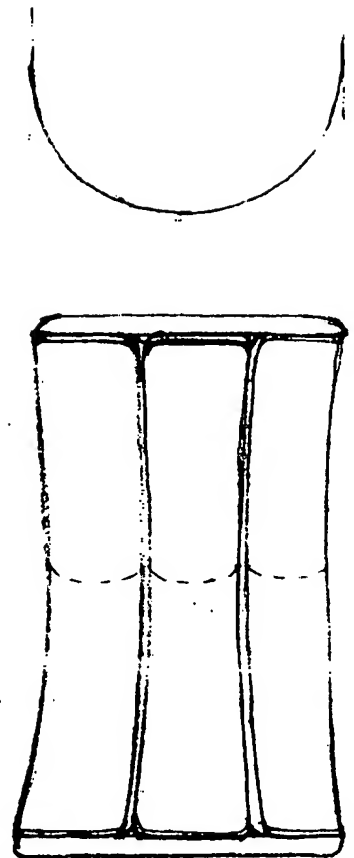
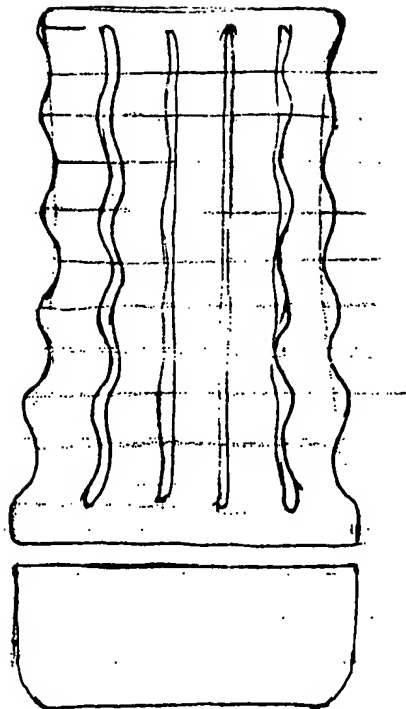
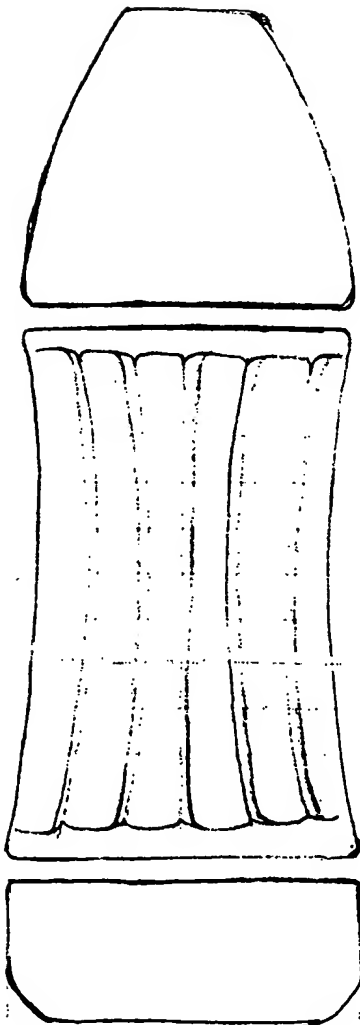
I would appreciate an e-mail confirming your receipt. Thank you.

Best Regards,



Timothy P. Axe  
[tpaxe@usa.net](mailto:tpaxe@usa.net)

FOOD COMBININGS



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